SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
March 22, 2022

AGENDA

Call to Order –5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Assistant Superintendent of Administration.)

#7.17	Authorized Travel Expenses (*Revised*)
#8.05	Disaster Preparedness (*Revised*)
#8.22	Safety Belts (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
March 22, 2022

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

Special Recognition by the Superintendent

District Spelling Bee Winners

- Addison Webb (Westwood Christian School, 8th grade) – First Place
- Isabella "Bella" Hobday (Branford High School, 7th grade) – Runner Up

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: **(pgs. 8-24)**

February 8, 2022	- Workshop Session
	- Special Meeting
February 22, 2022	- Expulsion Issues Hearing (Private)
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for February 2022.

3. The Superintendent presents the following bills for the period February 1-28, 2022:

General Checking Account	
General Fund 1000	$ 547,628.38
LCI Fund 3200	50,488.90
Food Service Fund 4100	213,011.96
Federal Fund 4200	52,283.50
Other Cares Act Relief Fund 4420	4,768.00
ESSER II Fund 4430	36,472.06
	$ 904,652.80
Payroll Checking Account	
General Fund 1000	$ 3,195,269.15
Food Service Fund 4100	146,156.34
Federal Fund 4200	350,272.22
Other Cares Act Relief Fund 4420	4,154.55
ESSER II Fund 4430	95,896.30
	$ 3,791,748.56
Total	$ 4,696,401.36

4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2021-2022:

General	LCIF	Special Revenues
I-8	III-8	IV-3 (ESSER II)
		IV-8 (Federal)
		IV-6 (Food Service)
		IV-6 (Other Cares)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated March 22, 2022. **(pg. 25)**

6. The Superintendent recommends approval to accept the following donated item:

Site	Item	Donor
RTC	Eyecon 9420 System (Electronic Pill Counter) (Value: $5,000)	Cheek and Scott Drugs, Inc.

7. The Superintendent recommends approval of an out-of-state trip for Branford High School Beta Club students, and parent chaperones, to attend the National Beta Competition in Nashville, Tennessee, July 1-4, 2022. (*Funded by Beta Club internal account.*)

8. Presented for informational purposes out-of-state travel for the following employee:

Name	Site	Date	Reason	Destination
Lindsey Ramsey	BHS	7/1-4/2022	National Beta Competition	Nashville, TN

(Funded by the Beta Club internal account)

9. The Superintendent recommends approval of the following student transfers. Parents will provide transportation.

District Reassignment (for the 2022-2023 School Year):

FIRST NAME	LAST NAME	TO	FROM	GRADE
Case	Tison	Suwannee	Gilchrist	PK

Zone Reassignment (for the 2021-2022 School Year):

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hayden	Burk	BHS	SHS	9
Jackson	Zarate	SPE	BES	1

10. Expulsions

a. **Case #2021-2022-36**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

b. **Case #2021-2022-37**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

c. **Case #2021-2022-38**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

11. The Superintendent recommends approval of the 2021-2022 District Advisory Committee members. **(pg. 26)**

12. Human Resources Transactions **(pgs. 27-31)**

REGULAR AGENDA

1. President of United Teachers of Suwannee County (UTSC) regarding Item #2.

2. The Superintendent recommends approval of the following contract/agreement for the 2022-2023 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-03 Request for Proposal and Contract between the Suwannee County School District and Sodexo America, LLC to provide food service management (NEW) **(pgs. 32-151)**

3. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#7.17	Authorized Travel Expenses (*Revised*)
#8.05	Disaster Preparedness (*Revised*)
#8.22	Safety Belts (*Revised*)

4. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#2.18	Respect and Civility in Schools and District Offices (*New*) **(pgs. 152-155)**
#5.021	Homeless Students (*Revised*) **(pgs. 156-162)**
#6.43	Use of Social Media (*New*) **(pgs. 163-168)**
#8.33	Electronic Systems Responsible Use (*New*) **(pgs. 169-178)**

5. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-105	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Herndon Consulting Services, LLC to provide medical office management services (*New*) **(pgs. 179-193)**
#2022-106	TOSA Education Approved Testing Center Agreement between ISOGRAD, Inc. and the Suwannee County School Board, through RIVEROAK Technical College, to allow students enrolled in career and technical education courses to earn Digital Tool Certificates (*New*) **(pgs. 194-210)**
#2022-107	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Positive Behavior Supports Corp. to provide educational consulting services (*New*) **(pgs. 211-224)**
#2022-108	Clinical Affiliation Agreement between Keiser University-Fort Lauderdale Campus and the Suwannee County School Board to provide intern for Occupational Therapist (*New*) **(pgs. 225-229)**

#2022-109	Clinical Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center for the Surgical Technology Program (*New*) **(pgs. 230-249)**
#2022-110	Clinical Affiliation Agreement between the Suwannee County School Board, through RIVEROAK Technical College, and North Florida Regional Medical Center, Inc. d/b/a North Florida Regional Medical Center for the Surgical Technology Program (*New*) **(pgs. 250-269)**
#2022-111	Agreement between the Suwannee County School Board and Valdosta Orthopedic Associates (VOA) Ambulatory Surgery Center (Healthcare Agency), Valdosta, Georgia, for RIVEROAK Technical College Surgical Technology Program (*New*) **(pgs. 270-276)**
#2022-114	#2022-114 Master Equity Lease Agreement between Enterprise FM Trust and the Suwannee County School Board for fleet management services (*New*) **(pgs. 277-287)**

6. The Superintendent recommends approval of the following change to be made to the purchasing card issued through First Federal Bank of Florida:

   a. Issue a new card for Marsha Brown, Chief Financial Officer, in the amount of $5,000

7. The Superintendent recommends approval of the following personnel items for the 2022-2023 school year:

   a. Twelve (12) day laborers to work on summer projects under the direction of the Director of Facilities
   b. Five (5) additional day laborers to work on safety and security fencing projects during the summer under the direction of the Director of Facilities

8. The Superintendent recommends approval of the 2022-2023 Minority Teacher Recruitment Plan. **(pgs. 288-290)**

9. The Superintendent recommends approval of naming the District's wellness center as the *Suwannee County School District Employee Wellness Center.*

10. Comments from Student Ambassadors

11. Legal Counsel's Report

12. Superintendent's Report

13. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
February 8, 2022

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White (arrived at 9:02 a.m.), along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to Superintendent/School Board Robinette Odom.

Administrators and others present: Jennifer Barrs, Katrina Bius (arrived at 1:18 p.m.), Walter Boatright, Amy Boggus, Ethan Butts, Lisa Dorris, Ronnie Gray, Jillian Herron (arrived at 11:11 a.m.), Angel Hill, Malcolm Hines, Michele Howard (arrived at 9:59 a.m.), Elizabeth Johnston (arrived at 9:24 a.m.), Teri Jones (arrived at 11:11 a.m.), Mary Keen, Carl Manna, Dee Dee McManaway (arrived at 9:12 a.m.), Kecia Robinson, Debra Ross, Angie Stuckey, Terry Vickers (arrived at 1:16 p.m.), Marsha Tedder, Kelly Waters, Jimmy Wilkerson, Josh Williams, and Laura Williams.

UTSC members Dorie Bingemann and Synthia Schnaudigel were also present.

Arthur J. Gallagher & Company representatives Tyson Johnson and Julie Calvitt were present during the Health Insurance update. Students Hailey Busch, Angelina Crespo, and Gracie Fletcher, were present during the Career, Technical, and Adult Education Department update.

Chairman Taylor called the meeting to order at 9:00 a.m., and led the pledge.

Assistant Superintendent of .....Malcolm Hines
Administration Department Update

Mr. Hines provided updates on the following:

- Policy Updates

Mr. Hines reviewed additions and revisions to the following policies:

#7.17	Authorized Travel Expenses (*Revised*)
#8.05	Disaster Preparedness (*Revised*)
#8.22	Safety Belts (*Revised*)

- RFP for Food Service Management Company – Mr. Hines reported on the status of the process, and Committee members' scores were provided.
- Enterprise Fleet Management – Mr. Hines stated that plans are to turn in seven pick-up trucks and get eight back.

The workshop recessed at 10:49 and resumed at 11:02 a.m.

Finance Department Update ..... Marsha Brown/Vickie DePratter

- Suwannee County School District Employee Wellness Center – Ms. DePratter provided an update on progress regarding the proposed Center and ARP funding. She distributed a draft contract for an office manager and encouraged the Board to contact her with any questions.

Risk Management Update .....Lorie Norris

Ms. Brown provided an update on the following for Ms. Norris, who was absent:

- FSBIT/Safety - The Risk Management Department Quarterly Report was reviewed with the Board. The FSBIT Conference was held January 12-13, 2022, and FSBIT will be coming to the District the week of March 7 to perform a walk-through of the District's facilities to see how safety can be improved.

Health Insurance Update ..... Marsha Brown/
Vickie DePratter/Arthur J. Gallagher & Company Representatives

Ms. DePratter stated that the Benefits Committee met yesterday. She introduced Julie Calvitt and Tyson Johnson of Arthur J. Gallagher & Company, who provided a Powerpoint presentation reviewing the financial performance and forecast of the District's self-insured health insurance plan. Discussion followed regarding the 13 percent increase for health insurance for those who select employee only

coverage. Ms. DePratter is hopeful that ARP dollars could provide relief to the Board, if it should decide to absorb the increase in premiums.

The workshop recessed at 12:15 and resumed at 1:16 p.m.

Career, Technical, and Adult Education ..... Mary Keen
Department Update

Ms. Keen provided updates on the following:

- CTE Month – Introduced students who spoke regarding the programs they are enrolled in and how it has impacted their career path. She distributed and reviewed handouts regarding programs, teachers, and enrollment for CTE programs in the District. Discussion ensued concerning CTE certificates and funding by the legislature. Mr. daSilva suggested drafting a letter with the District's concerns regarding certifications and funding.
- Non-traditional Summit for CTE – DOE has requested two students to participate. The goal is to ensure we publicize and try to encourage non-traditional and under-served population.
- There has been no response to date regarding the Job Growth Grant.
- The Board was invited to attend the Career Fair and Program Showcase on February 17 from 9:00 am. to 1:30 p.m..
- Additional funding has been received from DOE for students who are eligible for the Open Door Grant Program.
- Working on a grant for expanding career dual enrollment opportunities.
- A RIVEROAK Technical College app has been created.
- Various New Contracts - Reviewed various new contracts, which included Clinical Affiliation Agreements with Cheek Pharmacy, Inc., Southeastern Grocers, Inc., and Baptist Health System, Inc.

Superintendent Update ..... Ted Roush

Mr. Roush provided updates on the following items:

- Lobbyists Chris Doolin and Bob Ceros have been gracious with their time and helpful regarding workforce development funding.
- Working on possible revisions to District travel reimbursement guidelines.
- Progress is being made to establish the proposed District Employee Wellness Center.
- Working on a Release to go out later in the week that will include recognition of National School Counseling Week.

- Instructional and non-instructional recommendation meetings are in the works for the 2022-2023 school year; employees will be given an opportunity to request transfer to their desired job location; and we are approaching the retirement/resignation season.
- Nathalia Veal, Student Ambassador, and her teammates will represent BHS at the State Weightlifting Meet. The SHS team, region champions, will also be attending the State Weightlifting Meet.
- Work will begin in March to establish the District End-of-Year Calendar. The Board will be kept updated.
- The House and Senate versions of the budget seem to indicate that the District will be in a good position regarding FTE funding, provided the funding remains non-categorical flexible dollars.

Mr. daSilva stated Board members attending the recent FSBA Day in the Legislature met with Senator Bradley and discussed mental health funding. He stated that there is no organization to provide the level of counseling students need in our area and the surrounding counties; he is hopeful the legislature will address this issue and provide funding for a mental health counselor at each school.

Mr. Taylor stated that lobbyists for small rural districts do a tremendous job. He stated that the legislative platforms of FSBA and FADSS are lining up with the Governor's priorities.

The Workshop adjourned at 2:38 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
February 8, 2022

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, and Secretary to Superintendent/School Board Robinette Odom. School Board Attorney Leonard Dietzen was absent.

Chairman Taylor called the meeting to order at 2:45 p.m.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-101 Affiliation Agreement between the Suwannee County School Board and Cheek Pharmacy, Inc., Cross City, Florida (*New*) **(pgs. 2-8)**

   #2022-102 Affiliation Agreement between the Suwannee County School Board and Southeastern Grocers, Inc., d/b/a Winn-Dixie Pharmacy, Live Oak, Lake City, and Madison, Florida (*New*) **(pgs. 9-15)**

   #2022-104 Affiliation Agreement between the Suwannee County School Board and Baptist Health System, Inc. (*New*) **(pgs. 16-26)**

2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the Human Resources Transactions **(pgs. 27-28)**

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

OUT-OF-FIELD:

Mr. Boatright distributed the following Out-of-Field Teachers handout:

Last Name	First Name	School	Assignment	Area of Certification	Out of Field Certification Areas
Allen	Brandy	SOS	M/J Lang Arts 1, 2 , English 1, 2, 3, 4	Social Science	English 6-12
Allen	Brandy	SOS	M/J Lang Arts 1, 2 , English 1, 2, 3, 4	Social Science	ESOL
Allen	Brandy	SOS	HOPE	Social Science	Health K-12
Allen	Brandy	SOS	HOPE, Ind Dual Sports, Team Sports	Social Science	PE K-12
Allen	Brandy	SOS	Financial Algebra, Geometry, Algebra 1 A/B, M/J Grade 8 Math	Social Science	Math 6-12
Allen	Brandy	SOS	M/J Comp Sci, Env. Sci, Biology, Phy Sci,	Social Science	Biology
Anderson	Jessica	SSE	Elementary Ed K-6	Elem Ed, Rdg	ESOL
Beach	Mark	SOS	Academic Content 6-12	PE, ESE	Academic Content 6-12
Beach	Mark	SOS	Academic Content 6-12	PE, ESE	ESOL
Beach	Mark	SOS	Secondary Content	PE, ESE	Secondary Content
Belcher	Lauren	SRE	Gr 4 Science	EH, PK/Prim, ESOL	Elem Ed K-6
Belcher	Lauren	SRE	Gr 4 ELA	EH, PK/Prim, ESOL	Elem Ed K-6
Belcher	Lauren	SRE	Gr 4 Math	EH, PK/Prim, ESOL	Elem Ed K-6
Boatright	Jeffry	SVS 7023 & 7006	M/J Comp Sci 1, Adv 1	Soc Sci	Science
Boatright	Jeffry	SVS 7023 & 7006	M/J Comp Sci 2	Soc Sci	Science
Boatright	Jeffry	SVS 7023 & 7006	M/J Comp Sci 3	Soc Sci	Science
Brown	Crystal	BES	Elementary Ed K-6	Elem Ed, Spanish, Rdg	ESOL
Browning	Lyndsey	BES	Elementary Ed K-6	Elem Ed, Rdg	ESOL
Bruce	Justin	SOS	Elementary Ed K-6	ESE	Elem Ed K-6
Bruce	Justin	SOS	Elementary Ed K-6	ESE	ESOL
Buchanan	Kimberly	SPE	Elementary Ed K-6	Elem Ed	ESOL
Burgess	Chelsea	SPE	Elementary Ed K-6	Elem Ed, Social Science	ESOL
Burkett	Deanna	SMS	MG English	English	ESOL
Cannon	Emilee	SSE	Long Term Sub	Long Term Substitute	Elem Ed K-6
Cato	Jamie	SRE	Elementary Ed K-6	PK/Prim, Rdg	ESOL
Clary	Erin	BHS	MG English	ESE	English 5-9
Clary	Erin	BHS	MG English	ESE	ESOL
Coker	Eleanor	BHS	Mg English	English	ESOL
Cox-Knowles	Brooke	SVS 7023	Gudiance	Elem Ed, ESOL, M/G Math	Gudiance PK-12
Crawford	April	SPE	Elementary Ed K-6	Elem Ed, ESOL	ESOL
Day	Javonne	SSE	Elem Ed K-6	Elem Ed, Reading	ESOL
Denson	Destiny	SHS	Alg IA, Financial Alg, Lib Arts Math, Access Lib Arts Math	Long Term Substitute	Math 6-12
Denson	Destiny	SHS	Alg IA, Financial Alg, Lib Arts Math, Access Lib Arts Math	Long Term Substitute	ESOL
Diaz	Janet	SPE	Elementary Ed K-6	Social Science	Elem Ed K-6
Diaz	Janet	SPE	Elementary Ed K-6	Social Science	ESOL
Eckhoff	Jean	SVS 7023 & 7006	Alg 1	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	Alg 1-A	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	Alg 1-B	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	Geometry	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7006	M/J Grade 8 Pre Alg	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	M/J Grade 8 Math	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	M/J Grade 7 Math, Adv Math Gr 7	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7006	Info Geometry	Eng, ESOL, French,Rdg	Math 6-12
Eckhoff	Jean	SVS 7023 & 7006	Lib Arts Math	Eng, ESOL, French,Rdg	Math 6-12

Francisco	Melissa	BES	STEM	Business Ed	Elem Ed K-6
Frazier	Theodore	SHS	English 3, English 4	English 5-9	English 6-12
Frazier	Theodore	SHS	English 3, English 4	English 5-9	ESOL
Futch	Rebecca	SHS	CTE Applied Health	Licensed	ESOL
Gaddy	Joseph	SMS	HOPE/PE	PE, Social Science	Health K-12
Glenn	Michelle	SHS	World History, English 3	ESE, Read End, ESOL Cert	Social Studies, English
Glenn	Michelle	SHS	World History, English 4	ESE, Read End, ESOL Cert	ESOL
Gustovson	Chantal	SHS	Biology 1, Env Science	Biology	ESOL
Hahn	Alyssa	SVS	Math	Social Science	Math 6-12
Heeney	Colleen	BHS	Social Studies	Social Studies	ESOL
Hicks	Ayla	BHS	MG English	English	ESOL
Hohman	Nicole	SPE	Elementary Ed K-6	Elem Ed	ESOL
Hoyle	Pamela	SSE	Elementary Ed K-6	Elem Ed, Rdg	ESOL
Hurst	Logan	SMS	MG English (7th Grade)	Elem Ed, Reading	English 6-12
Hurst	Logan	SMS	MG English (7th Grade)	Elem Ed, Reading	ESOL
Hurst	Nikolas	SMS	Long Term Sub	Long Term Substitute	Math 6-12
Hurst	Nikolas	SMS	Long Term Sub	Long Term Substitute	ESOL
Huston	Ellena	SPE	STEM-K	Elem Ed 1-6, ESOL/E	Elem Ed K-6
Johnson	Mary	SOS	Academic Content 7-9	Elem Ed, E Child Ed, ESOL	Academic Content 6-12
Leal	Marisley	SHS	Long Term Sub	Long Term Substitute	English, Reading
Leal	Marisley	SHS	Long Term Sub	Long Term Substitute	ESOL
Lewis	Kevin	SHS	Access ELA 9-12	ESE	ESOL
McClendon	William	BHS	English	English, Music	ESOL
McClendon	William	BHS	Reading	English, Music	Reading
McCook	Jenny	SSE	Elementary Ed K-6	Elem Ed, Rdg	ESOL
McCullers	Cletia	SHS	Access HS Content	ESE	Elem Ed K-6
McCullers	Cletia	SHS	Access HS Content	ESE	ESOL
Mosteller	Christina	SHS	World History, Honors	Social Studies	ESOL
Parks	Marissa	BHS	Art	Art	ESOL
Riegel	DonnaJean F	SOS	6-12 Academic Content	Bio, M/G Gen Sci, PE	6-12 Math, Social Studies, ELA
Rodriquez	Maria	SVS 7006	Chem 1	Elem Ed, ESOL	Science
Rodriquez	Maria	SVS 7006	Env Science	Elem Ed, ESOL	Science
Rodriquez	Maria	BHS	Comp Science 1	Elem Ed, ESOL	Science
Rogers	Kelli	SHS	English 1-4, CR	Biology 6-12	English 6-12
Rogers	Kelli	SHS	English 1-4, CR	Biology 6-12	ESOL
Roper	Theda	SSE	STEM-K	Elem Ed 1-6, ESOL, Gifted, Rdg	Elem Ed K-6
Ross	Brooklyn	SSE	Elementary Ed K-6	Health	Elem Ed K-6
Ross	Brooklyn	SSE	Elementary Ed K-6	Health	ESOL
Sasso	Tralene	SPE	Elementary Ed K-6	Social Studies	Elem Ed K-6
Sasso	Tralene	SPE	Elementary Ed K-6	Social Studies	ESOL
Shearer	Brittney	SHS	Journalism 1-4	Elem Ed, ESOL, PE	English 6-12
Smith	Taelyn	SPE	Elementary Ed K-6	Preschool Education	Elem Ed K-6
Smith	Taelyn	SPE	Elementary Ed K-6	Preschool Education	ESOL
Southerland	Martha	SSE	Tier 3-Func Read K-2	Elem Ed, ESOL	Reading Endorsement
Sowells	Airalisha	SMS	MG English (6th Grade)	Elem Ed, ESOL	ESOL
Stewart	Janet	BHS	Algebra 2, Liberal Arts Math 2, Algebra 2 Honors	Math 5-9	Math 6-12
Stewart	Janet	BHS	English 1, 2, 3	Elementary Ed	English 6-12
Stewart	Janet	BHS	US History, World History, US Govt	Elem Ed	Social Studies
Stewart	Janet	BHS	Biology 1	Elem Ed	Biology
Stewart	Janet	BHS	English 1, 2, 3	Elementary Ed	ESOL
Terry	Kathryn	SPE	Elementary Ed K-6	PE, ESE, Elem Ed	ESOL
Thompson	Traci	SHS	CTE Health	Licensed	ESOL
Thompson	Michelle	SVS 7023	Rec Activities	Elem Ed, Rdg, ESOL, ESE, Eng	PE K-12
Turner	Jennifer	SRE	Support Fac Gr 4 & 5	Elem Ed, Rdg, ESOL	ESE K-12
Wall	Cody	SMS	Social Studies	Social Studies	ESOL
Wall	Stephanie	SMS	English	Elem Ed	English
Warren	Marie	SSE	Elementary Ed K-6	Elem Ed, Rdg	ESOL
Washington	Barrinesha	SHS	US History, Econ Fin Lit, Econ Fin Lit Hon	Business Ed	Social Studies
Washington	Barrinesha	SHS	US History, Econ Fin Lit, Econ Fin Lit Hon	Business Ed	ESOL
Welch	Karen	BHS	English	Elem Ed, ESE, Reading	ESOL
Welch	Karen	BHS	English	Elem Ed, Reading, ESE	English 6-12
Yount	Eric	BHS	MG Science, Access Comp Science	General Science	ESOL

MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 2:53 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
February 22, 2022

MINUTES

The Suwannee County School Board met in Regular Session on this date in the Branford High School Auditorium, 405 NE Reynolds Street, Branford, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford (arrived at 6:10 p.m.), Ed daSilva, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Marsha Brown, Secretary to the Superintendent/School Board Robinette Odom, and School Board Attorney Leonard Dietzen.

School Resource Officer Brad Mincks, UTSC President Eric Rodriguez, and Student Ambassadors Nathalia Veal and Jake Wooley were also present.

Chairman Taylor called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag by the Branford Elementary School Student Council.

Special Recognition by the Superintendent:

2021 National FFA Convention
Branford FFA Chapter - Premiere Chapter Award for Growing Leaders
- Premiere Finalist Chapter for Strengthening Agriculture
- National Chapter 3 Star Award

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

➢ There was none.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY.

MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY for approval of the Consent Agenda, minus Item #5. (Note: Mr. White pulled Item #5 for discussion and separate action (see below).

Separate Action for Item #5/Consent Agenda
Mr. White pulled Item #5, Contract #2022-103, for discussion and separate action. Mr. White questioned the consortium charges; Mr. Boatright responded.

MOTION by Mr. White, second by Mr. Crawford, for approval of Item #5, Contract #2022-103, on the Consent Agenda. MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes:
   (pgs. 5-22)

January 11, 2022	- Workshop Session
January 25, 2022	- Expulsion Hearings (Private)
	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for January 2022.

3. The following bills for the period January 1-31, 2022:

General Checking Account	
General Fund 1000	$ 762,338.95
LCI Fund 3200	33,147.72
Food Service Fund 4100	291,575.46
Federal Fund 4200	29,128.73
Other Cares Act Relief Fund 4420	49,141.30
ESSER II Fund 4430	2,627.30
	$ 1,167,959.46
Payroll Checking Account	
General Fund 1000	$ 3,186,770.48
Food Service Fund 4100	147,166.29
Federal Fund 4200	358,378.46
ESSER II Fund 4430	88,541.35
3,780,856.58	
Total	$ 4,948,816.04

4. Approval of the following budget amendment(s) for fiscal year 2021-2022:

General	LCIF	Special Revenues
I-7	III-7	IV-7/Federal
		IV-5/Food Service

5. Approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2022-103 Employee Protection Line® Subscriber Agreement between Suwannee County School Board and in2vate, llc to provide access to the Employee Protection Line Service (*Renewal*)
   (pgs. 23-27)

6. Approval of the following student transfer for the 2021-2022 school year. Parents will provide transportation.

   Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Luis	Rodriguez	Riverside	BES	PK

7. Expulsions

   a. **Case #2020-2022-19**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated January 14, 2022, for expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)

8. Approval of Public Official Bonds for the individuals listed below. (These bonds have been reviewed by Board Attorney Leonard Dietzen.) **(pgs. 28-29)**

   Public Official Bonds – Chairman/Vice Chairman
   Jerry Taylor, Chairman (November 2021 – November 2022)
   Ed daSilva, Vice Chairman (November 2021 – November 2022)

9. Human Resources Transactions **(pgs. 30-35)**

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL: *(Presented for information purposes only)*

Branford Elementary School:
Gary Barrs, Teacher, effective February 28, 2022
(Amended from the September 28, 2021 Agenda)

Suwannee Pineview Elementary:
Pamela Hendrick, Teacher, effective August 12, 2022

RECOMMENDATION: INSTRUCTIONAL:

District Wide:
Chelsey Chaney, ESE Support Facilitator, effective January 31, 2022
REPLACES: Elizabeth Vann

RESIGNATIONS: INSTRUCTIONAL: *(Presented for information purposes only)*

Branford High School:
Colleen Heeney, Teacher, effective May 31, 2022

Suwannee Pineview Elementary:
Malea Gold, Teacher, effective February 25, 2022

LEAVE OF ABSENCE: FAMILY MEDICAL LEAVE:

Branford High School:
Ayla Hicks, Teacher, effective February 23, 2022 through May 27, 2022
(With the option to return sooner if released by her doctor)

LEAVE OF ABSENCE: (MEDICAL):

Suwannee High School:
Benita Diggs, Teacher, effective January 11, 2022, through January 21, 2022

SUPPLEMENTARY:

Employee Name	Position	Location
Amanda Bartley-Ramirez	ESE Teacher (1/2 Supplement)	Suwannee Riverside Elementary
Aaron Bass	Boys' Assistant Weightlifting Coach	Branford High School
Chelsey Chaney	ESE Teacher (1/2 Supplement)	District Wide
Monica Jackson	Reading Endorsement Supplement	Branford High School
James Leibold	Boys' Varsity Basketball Assistant Coach	Branford High School
Holly Marsee	ESE Teacher	District Wide
Daniel Marsee	Girls' Assistant Weightlifting Coach	Suwannee High School
John Sinclair	SkillsUSA	RIVEROAK Technical College

John Wainwright	Assistant Wrestling Coach	Suwannee High School
Jessica Willis	Patient Care Technician (1/2 Supplement)	RIVEROAK Technical College

RETIREMENTS: NON-INSTRUCTIONAL: *(Presented for information purposes only)*

Suwannee Pineview Elementary:
Loretta Polite, Custodian, effective July 27, 2022

Transportation:
Dorie Bingemann, Bus Driver, effective June 30, 2022

Linda Vanous, Bus Driver, effective June 30, 2022

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Shawna Shea, Paraprofessional, effective February 4, 2022
REPLACES: Crystal Bryan

District Office:
Katie Greene, Accounts Payable Specialist, effective February 22, 2022
REPLACES: Leigh Fernald

RIVEROAK Technical College:
Katlin Westrich, Bookkeeper, effective February 1, 2022
REPLACES: New Position

Suwannee Pineview Elementary:
Heather Ayala, Paraprofessional (Temporary) effective February 1, 2022
REPLACES: Cathy Jerkins

Lori Torres, Administrative School Secretary, effective February 9, 2022
REPLACES: Kay Glass

Suwannee Springcrest Elementary:
Shelton Daniel, Custodian, (Temporary) effective February 14, 2022
REPLACES: Jennifer Starling

RESIGNATIONS: NON-INSTRUCTIONAL: *(Presented for information purposes only)*

Transportation:
Scott Koehn, Mechanic, effective February 9, 2022

Dana Powers, Bus Driver, effective February 2, 2022

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE	REPLACES
Dana Tidwell	RIVEROAK Technical College Bookkeeper	Branford High School Bookkeeper	April 4, 2022	Tracy Delegal

LEAVE OF ABSENCE: (MEDICAL):

Suwannee Middle School:
Maritza Torres, Paraprofessional, effective January 10, 2022, through January 31, 2022
(With the option to return sooner if released by her doctor)

MISCELLANEOUS:

Mentee	Mentor	School
Brandy Allen	Brooke Cox-Knowles	SOS
William Blackmon	Katie Miller	RTC
Crystal Brown	Mandi Howard	BES
Deanna Burkett	Deanna Horton	SMS
Chelsey Chaney	Holly Marsee	District
Erin Clary	Monica Jackson	BHS
Destiny Denson	Kimberly Tuvell	SHS
Janet Diaz	Cierra Keen	SPE
Tamara Felton	Cierra Keen	SPE
Theodore Frazier	Elisa Hall	SHS
Rebecca Futch	Kary Black	SHS
Alyssa Hahn	Angela Hester	SVS
Colleen Heeney	Maria Rodriguez	BHS
Ayla Hicks	Misty Ward	BHS
William Hill	Katie Miller	RTC
Ariel Jennings	Joann Weber	SSE
Malea Gold	Cierra Keen	SPE
Jazmin Marrero	Angela Hester	SMS
Marissa Parks	Julianna Dees	BHS
Ashton Petersen	Robyn Bonds	SMS
Kelli Roberts	Tammy Williams	SRE
Kelli Rogers	Kary Black	SHS
Brooklyn Ross	Natalie Haney	SSE
Tralene Sasso	Rebecca Carter	SPE
John Sinclair	Cynthia Frye	RTC
Taelyn Smith	Rebecca Carter	SPE
Jenna Stratton	Cynthia Frye	RTC
Brittany Thomas	Jennifer Bonds	SSE
Jennifer Turner	Cathy Nicely	SRE
Cody Wall	Cristina Herrington	SMS
Stephanie Wall	Cara Disken	SMS
Barrinisha Washington	Neena Brown	SHS

Kayla Williamson	Angel Hicks	SMS
Eric Yount	Maria Rodriguez	BHS

Approval for the following teachers to work in the Hospital Homebound Program District Wide:

Justin Bruce	Bethany Byrd	Jazmin Marrero

Pre-K Extended Day Program:
Approval for the following to work in the Pre-K Extended Day Program:

Kristin Register	Taelyn Smith

Approval for the following custodians to work additional hours as needed for the remainder of the 2021-2022 school year:

Edward McLarty	Janice Thompson

Approval for the following as Practicum Student Teachers:

Intern	College/University	Cooperating Teacher	School
Novia Cobin	Florida Gateway College	Janell Miracle	Suwannee Riverside Elementary
Tabitha Tewalt	Florida Gateway College	Mandy Ramsey	Suwannee Riverside Elementary

SUBSTITUTES:

Transportation:

The following to serve as Substitute Bus Attendant:

Toni Vargas-Garcia

The following to serve as a Substitute Bus Driver:

Richard Torgerson

VOLUNTEERS:

George Ballard	Kendall Humphries	Joanna Praetorius
Amanda Beaulieu	Tanner Humphries	Diane Starke
Michael Fogarasi	Malia Leitch	Jeffrey Steele
Amanda Grinstead	Brittany Mathis	Wendy Stevens
Christa Harris	Christopher McMillan	Kimberly Taylor
Amber Herring	William Moran	Tate Van Etta
Amy Holtzclaw	Josie Moses	Kathrine Watkins
Jonathan Holtzclaw	Stacy Nolan-Bassett	Susan White

End of List
2021-2022
School Year

REGULAR AGENDA

1. MOTION by Mr. daSilva, second by Mr. White, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

   #7.17 Authorized Travel Expenses (*Revised*) **(pgs. 36-38)**
   #8.05 Disaster Preparedness (*Revised*) **(pgs. 39-41)**
   #8.22 Safety Belts (*Revised*) **(pg. 42)**

   After discussion, the consensus of the Board was to strike Section I.D. on Policy 8.22, and at Section I.C., require seatbelts if the farm tractor or implement of husbandry is equipped. MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. Crawford, second by Mr. daSilva, for approval to renew the employee health insurance plans for the period of May 1, 2022 – April 30, 2023. (Note: The Fringe Benefits Committee has reviewed and evaluated the health insurance renewal plan for the period above. The vote was unanimous in favor of the recommendation.) MOTION CARRIED UNANIMOUSLY

3. Comments from Student Ambassadors

   Student ambassadors Nathalia Veal and Jake Wooley updated the Board on the status of student organization accomplishments and athletic competitions at their respective schools. Mr. Wooley spoke positively of the new school mental health training for students.

4. Legal Counsel's Report. Mr. Dietzen applauded the District's Safety Belts Policy and stressed the importance of wearing seatbelts.

5. Superintendent's Report

   Mr. Roush provided updates on the following items:

   - Applauded the Student Ambassadors for their attendance and dedication
   - The National FFA Week Appreciation luncheon will be held Friday at 11:00 a.m. if Board members' schedules permit
   - Thanked Branford High School for hosting the Board meeting

6. Issues and concerns Board members may wish to discuss

- Mr. White stated he would like the rings for those participants recognized for the Branford High School State weightlifting competition to be presented in a timely manner.
- All Board members expressed how proud they are of our students, schools, and community and thanked Mr. Huddleston and Branford High School for hosting the Board meeting.
- Mr. Taylor responded to an email from Mr. Rodriguez that was sent to himself and Board members regarding the Food Service Management Company RFP process and possible personal biases alleged.

The meeting adjourned at 6:52 p.m.

2021-2022 MARCH SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99005633	CLAVINOVA	$ 1,000.00	11/9/2006	SUWANNEE MIDDLE SCHOOL	JUNKED
99005245	FEEDING CHAIR, EASY SEAT	$ 999.13	10/27/2005	BRANFORD HIGH SCHOOL	SURPLUS
99006043	FEEDING CHAIR, EASY SEAT	$ 955.20	2/14/2008	BRANFORD HIGH SCHOOL	SURPLUS
99005491	MOWER, RIDING	$ 7,329.80	10/2/2006	FACILITIES	JUNKED
99006896	RECORDER/TRANSCRIBER	$ 989.99	8/6/2009	ADMINISTRATION	SURPLUS
		$ 11,274.12			

Requested By:

ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

3/22/2022
DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

Suwannee County Schools District Advisory Council Roster for 2021-2022

Melinda Ahrens
Joseph Alicea – Student
Tamara Boggus
Stephenie Busch
Catherine Cason
Annette Chauncey
Dawn Conley
Darrell Curls
Perry Davis
Robert Feeney – Chairperson
Lisa Garbett
Traci Green
Jennifer Kuyrkendall Griffin
Leah Harrell
Shana Hatfield
Angel Hill
Katy Land
Erika Leak – Vice Chairperson
Bonnie Jean Long
Dee Dee McManaway
Matt McMillian
Karen Ann Norton
Canary Stephens
Jake Wooley – Student
Jennifer Wooley

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: Walter Boatright, Director of Human Resources WB

DATE: March 7, 2022

RE: Human Resources Transactions for March 22, 2022

Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
March 22, 2022

TO: District ~~School~~ Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: ADMINISTRATIVE:

Suwannee High School:
Traci Green, Assistant Principal, effective June 1, 2022
REPLACES: Tamara Boggus

SUSPENSION: ADMINISTRATIVE:

Suwannee High School:
Gary Caldwell, Assistant Principal, effective March 2, 2022 through March 4, 2022, without pay

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:
William Wiles, Teacher, effective March 9, 2022
REPLACES: Gary Barrs

Branford High School:
Hannah George, Teacher (Temporary), effective March 15, 2022
REPLACES: Colleen Heeney

TRANSFER/REASSIGNMENT:

NAME	FROM: SITE/POSITION	TO: SITE/POSITION	EFFECTIVE
Gary Caldwell	Suwannee High School Assistant Principal	RIVEROAK Technical College Assistant Principal	March 7, 2022

RESIGNATIONS: INSTRUCTIONAL: *(Presented for information purposes only)*

Branford High School:
Colleen Heeney, Teacher, effective February 22, 2022 *(Amended from the February 22, 2022 Agenda)*

RIVEROAK Technical College:
Mona Kelley, Teacher, effective May 31, 2022

SUPPLEMENTARY:

Employee Name	Position	Location
Theodore Frazier	Girls' Flag Football Coach	Suwannee High School
Kevin Lewis	Head Girls' Basketball Coach	Suwannee High School
Kevin Lewis	Assistant Girls' Basketball Coach	Suwannee High School
Sydnie Sine	Girls' Tennis Coach	Suwannee High School
Damon Wooley	Boys' Tennis Coach	Suwannee High School

RETIREMENTS: NON-INSTRUCTIONAL: *(Presented for information purposes only)*

District Office:
Mary Ann Chaney, Administrative Secretary, effective July 5, 2022

Suwannee Pineview Elementary:
Connie Little, School Secretary, effective September 6, 2022

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:
Karen Tucker, Custodian, effective February 22, 2022
REPLACES: Timothy O'Reilly

Branford High School:
Jennifer Morton, Food Service Monitor, effective March 15, 2022
REPLACES: Maria Owen

RIVEROAK Technical College:
Kristine Benton, Bookkeeper, effective March 8, 2022
REPLACES: Dana Tidwell

Suwannee Middle School:
Jaxon Sansouci, Paraprofessional (Temporary), effective March 7, 2022
REPLACES: New Position

Suwanee Opportunity School:
Donna Schiavo, Paraprofessional (Temporary Long Term Substitute) effective March 15, 2022
REPLACES: New Position

Jacqueline Taylor, Administrative School Secretary, effective February 17, 2022
REPLACES: Katlin Westrich

Suwannee Springcrest Elementary:
Shana Hodge, Paraprofessional, effective February 11, 2022
REPLACES: Lori Torres

Rebecca McCaskill, Paraprofessional, effective February 11, 2022
REPLACES: Tiffany Sanders

TERMINATION:

Suwannee Pineview Elementary:
Carminda Ramos, Custodian, effective February 25, 2022

LEAVE OF ABSENCE:

Food Service:
Sharlie Bailey, Food Service Worker effective March 10, 2022 through May 31, 2022
(With the option to return sooner)

MISCELLANEOUS:

District Wide:
Approval for the following custodian to work additional hours as needed for the remainder of the 2021-2022 school year:

April Pinkard

21st Century:
Approval of the following to work as paraprofessionals in the 21st Century Afterschool Program:

Emilee Cannon LeeAnn Wirick

Pre-K Extended Day Program:
Approval for the following to work in the Pre-K Extended Day Program:

Alice Gambel

PART-TIME/HOURLY EMPLOYEES:

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES
January 1, 2022 through June 30, 2022:

CAREER AND TECHNICAL EDUCATION:

Derwin Bass	Evening Welding
Rebecca Futch	CNA Instructor
William Ragan	Evening Welding

SUBSTITUTES:

Transportation:

The following to serve as Substitute Bus Attendants:

Katrina Davis Quintonia Smith

VOLUNTEERS:

Charles Adams
Leighann Aretino
Jerry Barnes
Ashley Cabrera
Clifford Bean
Dakota Beville
Maci Brown
Amanda Colon
Stephanie Donaway
Jennifer Fidell Smith
Matthew Goss
Stephen Hollar
Tanya Hollar
Ricky Jolley
Brian Lewis
Carrie-Jo Lewis
Jessica Martinez
Patience Matthews
Patrice Matthews
Timothy May
Joshua McInnis
Gwendolyn McQuay
Alicia Mendoza
Priscilla Miles
Richard Miles
Kevin Nissley
Donal Noonan
Bernart Owens
Jacob Pitts
Emilee Rains
Morgan Renwick
Kristen Shaw
Helen Snider
John Strickland
Karri Sullivan
Christopher Taylor
Brian Tuvell
Hansen Ward
Ashley Whitener
Summer Worth

End of List
2021-2022
School Year

Request for Proposal and Contract

Nonprofit School Food Service

Food Service Management Company

Suwannee County School District

Name of Sponsor

Suwannee County School District

December 2021

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SECTION 1
INSTRUCTIONS

1.1 Notice of Proposal

This Request for Proposal (RFP) is for the purpose of obtaining responses from caterers and vendors to provide meal services for Suwannee County School District (SCSD), School Food Authority (SFA). Child Nutrition Programs operated may include the United States Department of Agriculture's (USDA) National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Snack Program (ASP), School Dinner Program (SDP), and the Seamless Summer Option (SSO). Meal service may also be requested during declared emergencies or when emergency shelters are in operation due to man-made or natural disasters. Suwannee County School District (SFA/sponsor) is a public, school located in Live Oak, Florida.

The Suwannee County School District (SCSD) is accepting Proposals for Qualifications from Food Service Management Companies (FSMC) for the purpose of providing complete management and operations of all food service facilities for the SCSD of Suwannee County, Florida School Food Authority (SFA). Meal programs will include the United States Department of Agriculture (USDA) National School Lunch Program and the School Breakfast Program. Suwannee County School Board is a public-school district located in Suwannee County, Florida.

The Suwannee County School Board consists of five elected officials responsible for the adoption of policies which govern the operation of the District's public schools. The Superintendent of Schools is also, an elected official responsible for the administration and management of the public school system.

A successful contractor will be responsible for conducting a food service program which fulfills the objectives of the District and have the capability to provide food service support during emergency situations or emergency operations. Proposers are advised to keep in mind the primary goals of the District when compiling their proposals. District objectives include but are not limited to the following:

A.) To increase student participation at all levels:

1. Improve the level of food quality at each service point,
2. Actively solicit school and community input,
3. Provide a variety of menu choices to meet dietary requirements,
4. Practice successful marketing outreach with a strong emphasis on public relations, and
5. Establish and maintain a stringent cleanliness/sanitation program.

B.) To establish a formal structure to routinely and continuously gather input from school food service employees to ensure effective and efficient operations.

C.) To establish and conduct management and operational staff training programs that will ensure appropriate staff development, proper supervision, consistent quality control, and exercise appropriate safety procedures

D.) To develop and maintain model management/operations staffing patterns at all schools, based upon their individual needs, which will assure quality service and retention of qualified employees.

E.) To maximize recycling efforts and minimize contributions to the solid waste stream.

F.) To select a FSMC that will guarantee a surplus $400,000 fund balance, including the annually approved indirect cost rate, for the SFA food service operation for school year 2022-2023 and beyond. The food service management program is presently operated by the SCSD. The program encompasses all aspects of food service operations for all schools within the SCSD. For the purposes of this Request for Proposal (RFP), SCSD will be synonymous with the SFA.

1.2 Proposal Submission

Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 2:00 PM EST on 1/26/2022 to the address below. Responses will be publicly opened at 2:00 PM EST on 1/26/2022 to be evaluated per the criteria specified in subsection 1.4, below.

Suwannee County School Board (Sponsor name)
Superintendent or Lisa Dorris (Food service Director)
Vickie DePratter or Malcolm Hines (Contact person)
1740 Ohio Avenue, South (Address)
Live Oak, Florida, 32064 (City, State, Zip)

1.3 Timeline

- January 5, 2022, Proposal available to public
- January 12, 2022, Site Visit (Mandatory) at 1740 Ohio Ave, South, Live Oak, Fl 32064 at 10:00 A.M.
- January 14, 2022, Proposal questions due
- January 18, 2022, Proposal questions answered by publishing Addendum 1, if applicable
- January 26, 2022, Proposal submissions due by 2:00 P.M. EST
- January 26, 2022, Proposal submissions publicly opened
- February 2, 2022, SFA review of Proposals
- February 9, 2022, SFA recommendation to FDACS
- February 23, 2022, FDACS review provided to SFA
- March 8, 2022, Board Workshop
- March 22, 2022, contract award
- July 1, 2022, awarded Vendor begins service

1.4 Evaluation Criteria

Proposals received will be reviewed to ensure all material has been submitted as specified in this RFP. The evaluation of proposals will be conducted in accordance with the below criteria. Contract award decision will be made based on the vendor that attains the greatest overall proposal score. It is for the management Vendor to show their expertise, experience, and capability in the proposal document to meet the needs of SCSD. Please be complete, clear, and concise in your proposal. The following categories are the principal criteria that will be considered in the evaluation of the proposals:

1. Total Fixed Meal Charge (30 points) – The lowest cost proposal minimum cost.
2. Menus/Product Identifications/Nutrition Analyses (20 points) – Ability to provide multiple choices for k-12 students.
3. Marketing Plan/Training/Transition Plan (15 points) – Marketing strategies for increased breakfast and lunch, meal participation/staff training/transition plan implementation time line, and in school marketing to students.
4. Company Experience (15 points) – Only companies with a minimum of five to ten years' experience with the National School Lunch/Breakfast Programs will be considered.
5. Experience of On-Site Management Company Staff (15 points) – General Manager must have a minimum of five years' experience with National School Lunch/Breakfast Programs.
6. References (5 points) - Vendor expertise, experience, and references from clients served.

The SCSD will evaluate the proposals, based on the above criteria as well as other methods, and select the management firm that the District feels is in the best interest of the District.

1.5 Proposal Exhibits (Attachments)

1. Exhibit A – Location of schools
2. Exhibit B – Approved 21-day cycle menu
3. Exhibit C – Menu Planning Approach Guidelines
4. Exhibit D – 2022-2023 School Calendar
5. Exhibit E – Current Employees and Work Schedule
5. Exhibit F – Drug-Free Workplace Program Bidder Certification
6. Exhibit G – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
7. Exhibit H – Certification Regarding Lobbying
8. Exhibit I – Disclosure of Lobbying Activities
9. Exhibit J – Proposal Summary
10. Exhibit K – Annual Financial Report
11. Exhibit L – Non-Collusion Affidavit
12. Exhibit M – Sample Invoice
13. Exhibit N – A' La Carte and Adult Meals

1.6 Questions and Site Visits

There will be a mandatory Site Visit/Prebid conference on January 12, 2022, at 1740 Ohio Ave, South, Live Oak, FL 32064 at 10:00 A.M. Questions concerning this RFP and site visit must be submitted in writing by January 14, 2022, via email to Vickie DePratter, Chief Financial Officer, via email at vickie.depratter@suwannee.k12.fl.us or Malcolm Hines, Assistant Superintendent, via email at malcolm.hines@suwannee.k12.fl.us. All responses to questions received will be on the District website and available to all potential vendors on January 18, 2022.

1.7 Addenda

Revisions which modify the RFP documents, by addition, deletions, clarifications, or corrections will be on the district website and available to all potential vendors.

SECTION 2
GENERAL CONDITIONS

2.1 Rejection of Proposal

The SCSD reserves the right to reject any or all proposals received. Therefore, proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the official file on this matter without obligation to the SCSD.

All proposals must be in writing. A responsive proposal indicates a willingness and good faith intention to negotiate and enter into a contract with the District that, without condition or exception, complies with the scope of services called for in this RFP. Non-responsive proposals shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to complete or utilize prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, or improper or undated signatures. The District reserves the right, in its sole discretion, to waive any informality.

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Vendor has participated. Other conditions that may cause rejection of proposals include evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, or failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Vendors for Federally Financed or Assisted Projects. Proposals will be rejected if not delivered or received on or before the date and time specified for submission.

The District will evaluate the proposals in accordance with the requirements for vendors. The objective is to execute an agreement with the selected Vendor as soon as possible after the selection is made. If, in the sole discretion of the SCSD, the negotiations are unsuccessful, then the SCSD may discontinue them and begin negotiating with the next selected Vendor, and so on, until a satisfactory plan and agreement are reached. Notwithstanding any other statements in this RFP, the SCSD is under no obligation to enter an agreement with any of the Vendors. The Vendor is also required to provide as a part of its response to this RFP a sample contract format for evaluation in the event they are the successful Vendor. Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

1. The proposal was received after the submission deadline;
2. The proposal was not signed by an authorized representative of the FSMC;
3. The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP;
4. The proposal was incomplete or contained significant inconsistencies or inaccuracies.

2.2 Errors or Omissions

If the SFA determines that a proposal contains a minor irregularity or an error, such as a transposition, extension or footing error in figures that are presented, the SFA may allow the FSMC an opportunity to correct the error. Information that is required to be included in the proposal and is inadvertently omitted shall not be accepted under this error correction provision. All information required to be included in a proposal must be received by the date and time that proposals are due. The SFA reserves the right to seek clarification of any information contained in the FSMC's proposal.

2.3 Deviations or Exceptions

Deviations or exceptions to the specifications provided in this RFP will not be considered.

2.4 Specifications and Conditions

By submitting a response to this RFP, FSMCs are acknowledging that they have read the specifications and conditions provided in the RFP and that their proposal is made in accordance with the provisions of such specifications. FSMCs further agree to deliver services that meet or exceed specifications provided in the RFP should they be awarded a contract for services.

2.5 Withdrawal of Proposal

Requests for withdrawal of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the FSMC. If a request for withdrawal is not received, a FSMC shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.6 Proposal Modifications

Requests for modifications of a proposal may be considered if such request is received in writing within 72 hours after the proposal opening time and date. Requests received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the FSMC. If a request for modification is not received, a FSMC shall be legally responsible for fulfilling all requirements of its proposal if it is accepted.

2.7 Prohibition of Gratuities

By submission of a proposal, a FSMC certifies that no employee of SFA has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2.8 FSMC Research

SFA reserves the right to research any FSMC submitting a proposal in response to this RFP to ensure the FSMC's ability to perform the services as specified.

2.9 Conditions for Acceptance

FSMCs must submit a proposal meeting the requirements of the RFP to include the required exhibits/attachments and certifications signed by the authorized official. Proposals must be received by the time and date specified in subsection 1.2, Proposal Submission, above.

2.10 Proposal Computation Method

Estimated totals must be carried out to the second decimal place and must not be rounded.

2.11 Proposal Bond Requirements (Optional)

Each proposal shall be accompanied by a Proposal Bond in the amount of $50,000.00. The purpose of the bond is to ensure the successful respondent will enter into contract upon award. The bond shall be issued by a surety company licensed to conduct business in the State of Florida and listed as an approved surety by the U.S. Department of the Treasury Cash, checks or other bond instruments are NOT acceptable. The Proposal or Bid Bonds from responding firms will not be returned upon Contract award by the Board.

2.12 Performance Bond Requirements (Optional)

The successful firm shall provide a Performance Bond in the amount of $1,000,000.00 which shall remain in effect for the entire contract, including any and all renewal periods. Such Bond shall be submitted within fifteen (15) calendar days after award of the Contract by the Board. Both the Bid Bond and the Performance Bond shall be issued by one and the same surety company.

2.13 Protest of the RFP

Any adversely affected person who desires to file a formal protest to this RFP must do so in accordance under chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

2.14 Copyrights

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee, or contractor purchases ownership with grant support. 2 C.F.R. Appendix II to Part 200(F)

2.15 Patents

The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 2 C.F.R. Appendix II to Part 200(F)

2.16 Confidentiality

The awarded FSMC shall maintain confidentially as per USDA and District regulations. This

includes students' eligibility status. Under Florida's Public Records Law, absent a specific exclusion, written communications to and from Suwannee School District employees and students are considered public records.

2.17 Federal Debarment Certification

FSMC will comply with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension and implemented at 2 C.F.R. 417.

1. The prospective lower tier ($25,000) participant certifies, by submission and of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

2.18 Public Entity Crimes Certification

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to public entities; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.19 Drug Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals, or replies that are equal with respect to price, quality, and service are received by an SFA for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

2.20 Insurance

Insurance required to be carried shall include:

1. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employer's Liability Insurance with minimum limits of $1,000,000 per occurrence.
2. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form

basis with minimum limits of $1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

3. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract agreement Business Automobile Liability Insurance with minimum limits of $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on any "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
4. The company shall furnish proof of the insurance to the Board by Certificate of insurance.
5. The Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, agents, and volunteers are additional insured under the policy or policies.
6. The Company shall provide Certificates of Insurance to the District's Risk Manager at 1740 Ohio Avenue, South, Live Oak, FL 32064 prior to the start of any work under this contract.
7. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
8. All insurance policies shall be issued by companies either of the following qualifications:
   a. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus line insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best Company. Or

   b. With respect only to Worker's Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida's Statutes.

SECTION 3
SCOPE

3.1 The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.

3.2 The food service operation shall be managed to promote maximum participation in the Child Nutrition Programs.

3.3 The FSMC shall have the exclusive right to manage the Child Nutrition Programs at the sites specified on Exhibit A.

3.4 The FSMC will provide food services to each site as specified in Exhibit A.

3.5 The SFA may add or remove sites and/or meal periods for existing programs to Exhibit A at any time during each Contract Term unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.

3.6 The SFA reserves the right to maintain, add, and/or remove present food and beverage vending machines in its facilities.

3.7 The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC shall be considered solely employees of the FSMC and shall not be

considered employees or agents of the SFA in any fashion. All FSMC employees will submit to appropriate background checks.

3.8 The FSMC shall conduct the food service operation to ensure compliance with the rules and regulations of the Florida Department of Agriculture and Consumer Services ("FDACS") and the USDA regarding Child Nutrition Programs.

3.9 The SFA shall be legally and financially responsible for the conduct of the food service operation and shall supervise the food service to ensure compliance with the rules and regulations of the FDACS and the USDA regarding Child Nutrition Programs.

SECTION 4
SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 The SFA shall ensure that the food service operation is in conformance with its *National School Lunch and Breakfast Program Sponsor Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals.*

4.2 The SFA shall retain control of the quality, extent, and general nature of its food service operation and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.

4.3 The SFA shall monitor the food service operation through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals provided that nothing in this paragraph shall be construed as to relieve the FSMC of its independent obligation to provide proper oversight and supervision of its operations or to otherwise comply with State and Federal rules and/or regulations.

4.4 The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the FDACS and the USDA.

4.5 The SFA shall approve all a la carte items and the prices charged for those items in advance of sale by the FSMC.

4.6 The SFA shall retain signatory authority on the FDACS *Annual School Application for Participation in Child Nutrition Programs and Food Distribution Programs*; the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*; the *National School Lunch and Breakfast Program Sponsor Agreement*; and the *Child Nutrition Program Monthly Claim for Reimbursement.*

4.7 The SFA will establish internal controls that ensure the accuracy of meal counts before submittal of the *Monthly Claim for Reimbursement.* At a minimum, these controls will include:

- An on-site review of the meal counting and claiming system employed by each school,
- Reviews of meal count data for each site, and
- Edit checks of meal count data against the product of the eligibility data times an attendance factor.

4.8 The SFA shall ensure USDA Foods received for use by the SFA and made available to the FSMC are utilized within the Term of this Contract in the SFA's food service operation for the

preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 C.F.R. 250.

4.9 The SFA shall maintain and visibly post applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.

4.10 The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.

4.11 The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.

4.12 SFA retains signature authority of Child Nutrition Program Agreement, free and reduced-price policy statement, and all claims input into the Florida Automated Nutrition System (7 CFR 210.16 (a)(5)). SFA is the approving official for the free/reduced eligibility applications, direct certification process, benefits issuance list, submission of claims for reimbursement, and verification requirements.

4.13 The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for eligibility determinations.

4.14 The SFA shall inform the FSMC of any adjustments to menus and monitor implementation of adjustments.

4.15 The SFA shall be responsible for resolution of program reviews and audit findings.

SECTION 5
FOOD SERVICE MANAGEMENT COMPANY RESPONSIBILITIES

5.1 The FSMC will conduct the school food service operation in conformance with the Program Sponsor Agreement between SFA and FDACS and in accordance with generally accepted standards of care and best practices in the industry.

5.2 The FSMC shall serve, on such days and at such times as requested by the SFA:

- 5.2.1 Breakfasts, priced as a unit, which meet USDA requirements
- 5.2.2 Lunches, priced as a unit, which meet USDA requirements
- 5.2.3 After-school snacks, priced as a unit, pursuant to the After-School Care Program
- 5.2.4 Summer meals, priced as a unit, which meet USDA requirements
- 5.2.5 Milk, served to all children pursuant to the Special Milk Program
- 5.2.6 Fresh fruit and vegetables, served to all children pursuant to the USDA Fresh Fruit and Vegetable Program
- 5.2.7 Other foods as agreed upon by the FSMC and SFA, pursuant to applicable regulatory requirements
- 5.2.8 FSMC may also be expected to provide meal support at designated shelters upon request to support emergency operations at designated shelters
- 5.2.9 FSMC may be required to provide a dinner style meal upon request at selected locations

5.3 The FSMC shall serve free, reduced-price, and paid meals and/or free milk to those children designated by the SFA.

5.4 The FSMC shall implement collection procedures as specified by the SFA and approved by the FDACS.

5.5 The FSMC shall implement the *Offer versus Serve* provision at the food service sites specified by the SFA on Exhibit A.

5.6 The FSMC shall adhere to the 21-day cycle menu(s) and portion sizes specified by the SFA on Exhibit B for the first 21 days of meal service. After the first 21 days of meal service, menu changes may be made with SFA approval. Meals must meet the Healthy Hunger-Free Kids Act of 2010 as designated herein by the SFA for each Term of the Contract, as applicable. Meals must meet or exceed the calories and meet the nutrient standards for National School Lunch, School Breakfast, and/or Summer Food Service Program meals for the age/grade groups of school children and as listed in Exhibit C.

5.7 The serving sizes, if applicable, provided by the SFA on the 21-day cycle menu(s) in Exhibit B are, in most cases based on the required minimum serving sizes stated in Exhibit C. If the serving sizes for the food items indicated on the menu(s) do not meet the required weekly calorie and nutrient standards as stated in Exhibit C, the FSMC must increase serving sizes and/or provide additional food items as necessary to meet the calorie and nutrient standards without altering the 21-day cycle menu(s). Serving sizes may not be decreased unless otherwise stated in this *Request for Proposal and Contract.*

5.8 The FSMC shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced through production records, a minimum of plate waste and participation levels in the National School Lunch, School Breakfast, and/or Summer Food Service Program meals, as applicable.

5.9 The FSMC shall participate in the parent, teacher, and student advisory board if requested.

5.10 The FSMC shall cooperate with the SFA in promoting nutrition education and assist in the coordination of the SFA's food service with classroom instruction.

5.11 The FSMC shall use SFA facilities for preparation of food to be served as specified on Exhibit A.

5.12 The FSMC shall not directly or indirectly prevent the sale or marketing of fluid milk at any time, in any place on school premises or at any school-sponsored event. [7 CFR 210.21(e)]

5.13 The FSMC is required to substitute food components of the meal pattern for students who are considered to have a disability under 7 C.F.R. 15b and the disability restricts their diet. Substitutions must be made on a case by case basis only when supported by a written statement of the need for substitution(s) that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by a licensed physician.

The FSMC may make substitutions for students with disabilities who cannot consume the regular lunch or afterschool snack because of medical or other special dietary needs. These substitutions must be made on a case by case basis and only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Except with respect to substitutions for fluid milk, such a statement must be signed by a recognized medical authority.

5.14 The FSMC shall deposit daily all monies in the SFA's nonprofit food service account.

5.15 The FSMC will operate and care for equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards prescribed in the SFA's written food safety program and comply with all applicable federal, state, and local laws, ordinances, regulations, and rules concerning sanitation.

5.16 It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced-price meals, and methods for ensuring anonymity shall be jointly agreed upon; provided that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free or reduced-price meals and to provide the required quality and extent of goods and services hereunder.

5.17 Guarantee - It is the goal of the Suwannee County School Board for the successful FSMC to guarantee a $400,000 fund balance, including the FL DOE annually approved indirect cost rate, for the SFA food service operation for school year 2022-2023 and beyond. If this requirement is not met the FSMC will reimburse the SFA for one hundred (100) percent of the net loss in school food service operations.

SECTION 6
INVOICING AND PAYMENT

6.1 The FSMC shall submit itemized invoices to the SFA bi-weekly or monthly. Invoices shall specify the number of meals provided to the SFA and the unit price for each meal type.

6.2 The SFA shall pay the FSMC the unit price specified in the Bid Summary times meals provided as specified in the invoice. The SFA shall pay:

- 6.2.1 According to the time frame as stated on the FSMC invoice; or
- 6.2.2 Five (5) business days after receiving Meal Claim Reimbursement; whichever occurs sooner.
- 6.2.3 No later than forty-one (41) calendar days of its receipt of the invoice from the FSMC.

6.3 The FSMC shall use the following delinquent payment notification procedures in order to exercise its right to demand payment from the SFA:

- 6.3.1 For invoices not paid within forty-two (42) calendar days after the SFA received the invoice, the FSMC shall send the SFA a notice letter with a copy of the original invoice attached. The FSMC shall also provide a copy of the notice letter to the FDACS.
- 6.3.2 When an invoice previously noticed when delinquent forty-two (42) calendar days is still delinquent and not paid in full within sixty-three (63) calendar days after the SFA received the invoice, the Vendor must provide a second letter to the SFA with a copy of the original invoice attached and provide a copy to the FDACS.
- 6.3.3 The FSMC may suspend service or terminate its contract with the SFA if the SFA has failed to make full and complete payment for any invoice sixty-three (63) or more calendar days after the invoice was received. The FSMC's failure to terminate its contract shall not waive its right to seek payment under appropriate Florida Law and procedures.

SECTION 7
USDA FOODS

7.1 Any USDA Foods received for use by the SFA and made available to the FSMC shall be utilized within the specified Term of this Contract in the SFA's food service operation for the preparation and service of meals and for other allowable uses in accordance with 7 C.F.R. 250.

7.2 The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service operation, subject to approval of the SFA.

7.3 The FSMC shall manage all USDA Foods to ensure the foods are utilized in the SFA's food service. USDA Foods shall not be sold, exchanged, or otherwise disposed of without the approval of the USDA.

7.4 The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the SFA's food service operation. Commercially purchased foods shall not be substituted for these foods.

7.5 The FSMC shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods as determined by the SFA, in the SFA's food service operation.

7.6 The FSMC shall credit the SFA for the full value of all USDA Foods received for use in the SFA's meal service during the school year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term.

7.7 The FSMC will clearly identify USDA food credits on the SFA's monthly bill/invoice and record these credits on a separate line item entry. Each month, the FSMC will also provide a detailed account of all the USDA Food items that were used and the credits issued for any unused USDA Food items.

7.8 The current value of USDA Foods is based on the information listed on the SFA's Web-Based Supply Chain Management (WBSCM) Requisition and by the Requisition Status Report. If not listed, the current market value of USDA Foods will be based on the prices issued by the FDACS.

7.9 The SFA shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 C.F.R. subparagraph 210.9(b)(2).

7.10 At the end of each Contract Term and upon expiration or termination of the Contract, a year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the FSMC during each Contract Term for use in the SFA's food service operation.

7.11 The SFA shall verify receipt of USDA Foods shipments through its electronic records or by contacting FDACS or the processor, as applicable.

7.12 The FSMC must keep separated inventories (both physical and accounting) of USDA Foods and regular purchased food.

7.13 The SFA and FSMC must maintain records of receipt of USDA Foods and processed end products, of crediting for the value of USDA Foods, and other records relating to USDA Foods in accordance with 7 C.F.R. section 250.54. All records pertaining to USDA Foods shall be maintained and made available for inspection by the SFA, FDACS, and the USDA for a period of five (5) years plus the current year.

7.14 FSMC will comply with the storage and inventory management requirements for USDA Foods in 7 C.F.R. paragraph 250.14(b). USDA ground beef, ground pork, and processed end products shall be stored in a manner that ensures usage in the SFA's food service operation.

7.15 The FSMC must accept liability for any fault or negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the SFA.

7.16 SFA and FDACS have and preserve a right to assert claims against other persons to whom USDA Foods are delivered for care, handling or distribution, and will act to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, USDA Foods.

7.17 The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during each Contract Term. If the SFA and FSMC cannot agree on end products, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.

7.18 The SFA shall be responsible for contracting with any commercial facility for the processing or repackaging USDA Foods. The FSMC shall pay all related processing fees and costs. The SFA shall not be responsible for any costs associated with processing USDA Foods. Although the FSMC may procure processed end products on behalf of the SFA, the FSMC itself shall not enter into any processing agreements with a processor, nor shall the FSMC enter into any subcontracts for further processing of USDA Foods. If the FSMC procures processed end products on behalf of the SFA, the FSMC will comply with the provisions of the SFA processing agreement(s) and the requirements in subpart C of 7 C.F.R. 250.

7.19 The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required 7 C.F.R. section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of § 250.13(e).

7.20 The SFA, FDACS, Comptroller General of the United States, Florida Auditor General, USDA, or any of their duly authorized representatives may perform on-site reviews of the FSMC's food service operation at any reasonable time. This includes the inspection and inventory of USDA Foods in storage or the facilities used in the handling or storage of such USDA Foods, and inspection and audit all records, including financial records, and reports pertaining to the distribution of USDA Foods and may review or audit the procedures and methods used in carrying out the requirements of this contract and 7 C.F.R. 250 and 210.

7.21 The FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

7.22 At the discretion of the SFA, the FSMC may be required to return other unused USDA Foods to the SFA upon termination, expiration, or non-renewal of the Contract.

7.23 The SFA shall retain title to all USDA Foods provided to the FSMC for use in the SFA's food service operation.

7.24 USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.

SECTION 8
PURCHASES/BUY AMERICAN

8.1 The FSMC shall retain title to all purchased food and nonfood items.

8.2 The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products that are either agricultural commodities produced in the United States or food product processed in the United States substantially using agricultural commodities produced in the United States.

8.3 The FSMC shall inform the SFA if a domestic food is unavailable. Documentation must be shown that consideration was given on the use of a domestic alternative food before approving an exception.

8.4 The FSMC shall not substitute commercially-purchased foods for USDA ground beef, ground pork, and processed end products received.

8.5 The FSMC may substitute commercially-purchased foods for all other USDA Food received. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.6 The SFA shall ensure commercially-purchased foods used in place of USDA Foods received are of the same generic identity as the USDA Foods received, of United States origin, and of equal or better quality than the USDA Foods as determined by the SFA.

8.7 The FSMC may be required to certify the percentage of United States content in the products supplied to the SFA.

8.8 The SFA reserves the right to review FSMC purchase records to ensure compliance with the *Buy American* provision in 7 C.F.R. sections 210.21 and 250.23.

8.9 The FSMC shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with United States content requirements.

8.10 The FSMC shall provide documentation on the use of non-domestic food when competition reveals the cost of domestic food is significantly higher than non-domestic food.

8.11 The FSMC shall provide documentation for the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

SECTION 9
USE OF FACILITIES AND EQUIPMENT

9.1 The SFA shall make available without any cost or charge to the FSMC, the areas and premises agreeable to both parties in which the FSMC shall render its services.

9.2 The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.

9.3 The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations or otherwise use the facilities of the SFA for any reason other than those specifically provided for in this Contract without the express written consent of the SFA.

9.4 The FSMC and SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year and the end of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils. The FSMC will be responsible for correcting any discrepancies and any equipment repairs that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.

9.5 The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA. When damage results from less-than-reasonable care on the part of any FSMC employees or agents, it will be the FSMCs responsibility to repair and service the damaged equipment, incurring all applicable fees and costs, within a reasonable timeframe to ensure no disruption in service.

9.6 The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.

9.7 The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.

9.8 The FSMC shall maintain the inventory of expendable equipment necessary for the food service operation and at the inventory level as specified by the SFA.

9.9 The SFA shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

9.10 The FSMC and/or its employees or agents shall not remove equipment or property of the SFA from the SFA's premises including, but not limited to, food preparation and/or serving equipment.

9.11 The FSMC shall provide written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.

9.12 The SFA shall not be legally responsible for loss or damage to equipment and/or vehicles owned by the FSMC and located on SFA premises.

9.13 The SFA shall provide sanitary toilet facilities for the FSMC employees.

9.14 The SFA shall have access, with or without notice to the FSMC, to all SFA facilities used by the FSMC for inspection and audit purposes.

9.15 The FSMC shall surrender all equipment and furnishings in good repair and condition to the SFA upon termination of the Contract, reasonable wear and tear excepted.

9.16 The SFA must give prior approval and have final authority for the purchase of equipment used for the storage, preparation, serving, or delivery of school meals.

9.17 The SFA retains title to all property and equipment when placed in service. If the property and/or equipment is amortized through the FSMC and the Contract expires or is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortization schedules.

SECTION 10
SANITATION

10.1 The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.

10.2 The SFA shall remove all garbage and trash from the designated areas.

10.3 The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, tables, chairs, flatware, and utensils.

10.4 The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.

10.5 The SFA shall clean grease traps, walls, floors, light fixtures, window coverings, and ducts and hoods above the filter line.

10.6 The SFA shall provide extermination services as needed.

10.7 The SFA shall clean the dining/cafeteria area, including tables, chairs, and floors after the meal service.

SECTION 11
EMPLOYEES

Existing employees who have been employed by the District and are within 10 years of fulltime Florida Retirement (FRS) will have the option to remain employees of the District. Any new employees hired after program implementation will become employees of the selected firm.

11.1 The FSMC shall comply with all wage and hours of employment regulations of federal and state law.

11.2 The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

11.3 The FSMC and SFA recognize that one of the most important elements of a successful food service program is the staff employed to administer the food service program. The FSMC shall be responsible for the employment of all staff necessary for the safe, timely, and efficient distribution of meals to students and members of the SFA staff.

11.4 The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.

11.5 The FSMC shall provide the SFA with a list of its personnel policies and employee handbook.

11.6 The FSMC shall ensure, at its own expense, required fingerprint-based criminal history record checks are conducted on all FSMC employees assigned to the SFA and results are provided to the SFA per the Jessica Lunsford Act, section 1012.32, Florida Statutes.

11.7 The SFA shall submit to the FSMC a current schedule of eight and six-hour employees, positions, assigned locations, hours of work, wages and benefits (as applicable) on Exhibit E which must be used for proposal calculation purposes. All three-hour employees will be retained as district employees and have the opportunity to interview with the FSMC for fulltime employment as positions become available.

11.8 The FSMC shall maintain the same minimum level of eight and six-hour employee positions, wages, and benefits as stipulated on Exhibit E throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits. All current three-hour will be retained by the district and will not be replaced if they leave the three-hour position.

11.9 In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated on Exhibit E for the remainder of the Contract Term, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.

11.10 The FSMC must ensure that the employees' hours listed on Exhibit E are not used for catering or special functions.

11.11 Upon written request of the SFA, the FSMC will remove any FSMC employee who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates SFA policies, procedures, and practices.

11.12 In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.

11.13 All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

11.14 The use of student workers or students enrolled in vocational classes in the food service operation shall be mutually agreed upon.

11.15 The FSMC shall provide daily, on-site supervisory personnel dedicated solely to the SFA, for the overall food service operation.

11.16 The FSMC shall conduct civil rights training for all food service employees, including front-line staff, on an annual basis. Civil rights training must include:

- Collection and use of data,

- Effective public notification systems,
- Complaint procedures,
- Compliance review techniques,
- Resolution of noncompliance,
- Requirements for reasonable accommodation of persons with disabilities,
- Requirements for language assistance,
- Conflict resolution, and
- Customer service.

11.17 The FSMC shall conduct periodic training on various food service operations related topics for all food service employees.

SECTION 12
DESIGNATION OF PROGRAM EXPENSE

12-1 The FSMC guarantees to the SFA that the proposal meal rates and fees for each reimbursable school meal and a la carte equivalent shall include the expenses designated under Column I. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.

12-2 The SFA shall pay those expenses designated under Column II.

	Column I	Column II
LABOR		
Payroll, Managers, and/or Supervisors	X_____	_____
Payroll, Full-, and Part-Time Workers	X_____	_____
Payroll,		
Ticket Sellers	X_____	_____
Cashiers	X_____	_____
Drivers	X_____	_____
EMPLOYEE BENEFITS/COSTS—TO BE PAID BY PARTY DESIGNATED AS EMPLOYER. MAY INCLUDE, BUT NOT LIMITED TO:		
Life Insurance, Medical/Dental Insurance	X_____	_____
Retirement Plans, Social Security	X_____	_____
Vacation, Sick Leave, Holiday Pay	X_____	_____
Uniforms, Tuition Reimbursement	X_____	_____
Labor Relations	X_____	_____
Unemployment Compensation, Workers Compensation	X_____	_____
Processing and Payment of Payroll	X_____	_____
FOOD		
Food Products	X_____	_____
Commodity Delivery	X_____	_____
Commodity Freight/Handling Costs	X_____	_____
Food Storage/Warehouse	X_____	_____
OTHER EXPENSES		
Accounting		
Bank Charges	X_____	_____
Data Processing	X_____	_____
Record Keeping	X_____	_____

Processing and Payment of Invoices	X_____	_____
Equipment—Major		
Original Purchase	X_____	_____
Routine Maintenance	X_____	_____
Major Repairs	X_____	_____
Replacement	X_____	_____
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	X_____	_____
Replacement	X_____	_____
Cleaning/Janitorial Supplies	X_____	_____
Insurance		
Liability Insurance	X_____	_____
Insurance on Supplies/Inventory	X_____	_____
Laundry and Linen	X_____	_____
Office Materials	X_____	_____
Paper/Disposable Supplies	X_____	_____
Pest Control	_____	X_____
Postage	X_____	_____
Printing	X_____	_____
Product Testing	X_____	_____
Promotional Materials	X_____	_____
Taxes and License	_____	_____
Telephone		
Local	_____	X_____
Long Distance	_____	X_____
Tickets/Tokens	X_____	_____
Training	X_____	_____
Transportation	X_____	_____
Trash Removal		
From Kitchen	X_____	_____
From School Premises	_____	X_____
Travel		
Required	X_____	_____
Requested	X_____	_____
Vehicles	_____	X_____

SECTION 13
FEES

13.1 All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the *Proposal Summary* (Exhibit J) form attached herein. The proposal price(s) must not include the use of commodities or any alternate pricing structure. All rates must be written in ink or typed in the blank space(s) provided and the estimated totals must be carried out to the second decimal place and must not be rounded.

13.2 Gross Sales shall be remitted to SFA or deposited in the nonprofit food service account on a daily basis. FSMC shall be paid a fixed meal price for each Reimbursable Meal and Meal Equivalent provided by the FSMC under this Agreement.

13.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity, and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC. A meal or meal equivalent shall be calculated as follows:

13.3.1 A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by three dollars and eighty-three cents ($3.83).

13.4 The FSMC shall invoice the SFA at the end of each accounting period as determined by the SFA. Invoiced amounts shall be paid within 30 (days) after receipt of the invoice. Reconciliation shall be made for any over-payment or under-payment on the invoice for the next accounting period. Invoices to the SFA must include a statement that documentation is available at the SFA Food Service office or reasonably accessible to support the invoice and any auditing process. All clerical/recordkeeping requirements of the Food Service operation shall be completed by the staff, both SFA and FSMC, assigned to the SFA Food Service office. Upon termination of the Agreement all outstanding amounts shall be paid within thirty (30) days. In addition, FSMC and SFA shall perform a final reconciliation of the records and FSMC shall either invoice SFA for amounts due or refund SFA for any overpayment resulting from such reconciliation.

13.5 The FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, that do not meet the detailed specifications for each food component or menu item in accordance with 7 C.F.R. 210, or that do not otherwise meet the requirements of the contract.

13.6 The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received. Credit issued by the FSMC to the SFA for USDA Foods receipts shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled.

13.7 The FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.

13.8 The fixed meal rate for meals must be calculated as if no USDA Foods were available.

SECTION 14
REVENUE

14.1 The SFA shall receive all revenue from the food service operation.

14.2 The food service revenue shall be used only for the SFA's nonprofit food service.

14.3 The food service revenue shall flow through the SFA's chart of accounts.

14.4 All goods, services, or monies received as the result of any equipment or government commodity rebate shall be credited to the SFA's nonprofit food service account.

14.5 If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume responsibility for the amount denied.

SECTION 15
LICENSES, CERTIFICATIONS, AND TAXES

15.1 Throughout the Term of the Contract and each renewal Term, the FSMC shall obtain and maintain all applicable licenses, permits, and health certifications required by federal, state, and local law.

15.2 The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, if applicable, and must maintain this health certification for each Contract Term.

15.3 The FSMC and all affiliates shall collect and remit Florida Use Tax on all sales of tangible personal property in the State of Florida in accordance with applicable state statutes.

15.4 The FSMC certifies that it is not debarred from bidding or entering into this contract under Florida statue 287.133 and that the SFA may declare this contract void if this certification is false.

SECTION 16
RECORD KEEPING

16.1 The FSMC shall maintain such records as the SFA will need to meet monthly reporting responsibilities and will report claim information, including daily meal counts, to the SFA promptly at the end of each month.

16.2 The FSMC shall have records maintained and available to demonstrate compliance with the requirements relating to USDA Foods. Such records shall include the following

16.2.1 The receipt, use, storage, and inventory of USDA Foods;
16.2.2 Monthly inventory reports showing all transactions for processed and non-processed USDA Foods; and
16.2.3 Documentation of credits issued to the SFA for USDA Foods received; and
16.2.4 Documentation of credits issued to the SFA for USDA Foods owned by the SFA prior to the contract execution date.

16.3 The FSMC shall retain all records relating to the initial contract and all subsequent renewals for a minimum of five (5) years or the longer of the retention periods required by federal, state, or local laws and regulations that govern the SFA regarding recordkeeping and records retention.

16.4 All records must be maintained for the longer of the retention periods specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the SFA, the FDACS, the USDA, and the Auditor General, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

16.5 The FSMC accepts liability for any over-claims due to FSMC negligence or noncompliance with regulations, including those over-claims based on review or audit findings.

SECTION 17
TERMS AND TERMINATION

17.1 This Contract is effective for a one-year period, commencing July 1, 2022 or upon written acceptance of the Contract, whichever occurs last, and ending June 30, 2023 ("contract term" or "term"). This contract will be renewable on an annual basis, upon mutual agreement of the SFA and FSMC, for up to four (4) additional years (each year a "renewal term").

17.2 Renewal of this Contract is contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

17.3 Either the SFA or FSMC can terminate this Contract for cause or for convenience with a sixty- (60) day written notification. Following sixty- (60) day written notification, the SFA can terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the FSMC.

17.4 Following any termination for convenience, the FSMC shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the effective date of termination. The SFA shall have the right to receive services from the Contractor through the effective date of the notice of termination, and may, at its election, procure such work from other contractors as may be necessary to complete the services.

17.5 Notwithstanding any provision to the contrary in this Contract, obligations of the SFA will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Florida Legislature or a federal funding source, or such funds are otherwise not made available to the SFA for payments in accordance with this Contract.

17.6 Notwithstanding the notice period in paragraph 17.3, the SFA may immediately terminate the Contract, in whole or in part, upon notice to the FSMC if the SFA determines that the actions, or failure to act, of the FSMC, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if the SFA determines that the FSMC lacks the financial resources to perform under the Contract.

17.7 If the FSMC fails to perform to the SFA's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the SFA shall provide written notice to the FSMC requesting that the breach or noncompliance be remedied within sixty- (60) days. If the breach or noncompliance is not remedied by the specified period of time, the SFA may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The SFA may finish the services by whatever method the SFA may deem expedient. Any damages incurred by the SFA as a result of any FSMC default shall be borne by the FSMC at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the SFA by the FSMC upon demand.

17.8 Neither the FSMC nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence ("Act of God"). The SFA may cancel the Contract without penalty if the FSMC's performance does not resume within thirty (30) days of the FSMC's interruption of services due to an Act of God.

17.9 The only rates and fees that may be renegotiated in subsequent years of this contract are the fixed rates and fixed fees contained herein. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the current school year. Individual per meal fixed rate and applicable fixed fee increases cannot exceed *the CPI Index* as stated above. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost. The calculation method regarding the determination of a la carte equivalents is outlined in the *Fees* section of this contract.

SECTION 18
GENERAL CONTRACT TERMS

18.1 No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

18.2 This solicitation/Contract with exhibits/attachments constitute the entire agreement between the SFA and FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

18.3 Each party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

18.4 Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

18.5 No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

18.6 Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.

18.7 It is further agreed between the SFA and FSMC that the exhibits/attachments and clauses attached and designated are hereby in all respects made a part of this Contract.

18.8 Small Business Enterprise

FSMC agree to take affirmative steps to ensure that small businesses are used whenever possible.

Affirmative steps may include the following:

18.8.1 Including qualified small businesses on solicitation lists;
18.8.2 Assuring that small businesses are solicited whenever they are potential sources;

18.8.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses participation;
18.8.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses;
18.8.5 Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses.

18.9 The FSMC shall comply with the Title VI of the Civil Rights Act of 1964; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7C.F.R. Parts 15, 15a, and 15b; FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*; and any additions or amendments to such laws and regulations.

18.10 If this Contract is in excess of $100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), as amended, Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. 1532);
- *Certification Regarding Lobbying* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200); and
- *Disclosure of Lobbying Activities* pursuant to 31 U.S.C. 1352 (2 C.F.R. Appendix II to Part 200).

18.11 The FSMC will comply with:

- Energy Policy and Conservation Act (42 U.S.C. section 6201 *et seq.*);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. 5);
- Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3);
- Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and
- Procurement of Recovered Materials. (Stat. 200.322 Solid Waste Disposal Act)

18.12 The FSMC is subject to the provisions of 7 U.S.C. section 2209d due to the use of federal funds for operation of the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

18.13 The FDACS and the USDA are not parties to this Contract and are not obligated, liable, or responsible for any action or inaction by the SFA or the FSMC. The SFA and the FSMC have full responsibility for ensuring the terms of the Contract are fulfilled.

18.14 To the fullest extent permitted by law, the FSMC agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers, and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by

the FSMC, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the FSMC or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the FSMC herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the FSMC's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

SECTION 19
FOOD SPECIFICATIONS

19.1 All USDA Foods offered to the SFA and made available to the VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

19.2 All breads, bread alternates, and grains must be whole grain or whole grain-rich. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on USDA's *Exhibit A: School Lunch and Breakfast.* Ready-to-Eat (RTE) breakfast cereals must list a whole grain as the primary ingredient and the cereal must be fortified. RTE cereals that are made from 100 percent whole grains do not have to be fortified. If applicable, product should be in moisture-proof wrapping and pack-code date provided.

19.3 All meat and poultry must have been inspected by the USDA and must be free from off color or odor.

19.3.1 Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat or better.

19.3.2 Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from the USDA.

19.3.3 For breaded and battered meat/meat alternate items, all flours must be whole grain or whole grain-rich and breading/batter must not make up more than 30 percent of the weight of the finished product. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

19.3.4 For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.

19.4 All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No meat by-products, fillers, extenders, non-fat milk solids, or cereal will be allowed except to include those products containing Alternate Protein Products (APP) within the limits specified in 9 CFR 319.180(e) and meeting the requirements of Appendix A of 7 CFR 210, 220, 225, and 226. No other binders and extenders may be used in conjunction with the APP to receive the ounce per ounce crediting. Meats must not show evidence of greening, streaking, or other discoloration.

19.5 All cheese should be free of mold and undesirable flavor and odors; pasteurized when applicable; and preferably reduced- or low-fat. Hard cheese should have a bright, uniform, attractive appearance, and demonstrate satisfactory meltability. Soft (e.g., cottage cheese) and hard cheese should have a pleasing flavor; and contain proper moisture and salt content. Cream cheese, if offered, maybe offered as an extra food or condiment. Any item labeled as "imitation" cheese or cheese "product" does not meet the requirements for use in food-based menu planning approaches and are not creditable toward meal pattern requirements.

19.6 All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC. Note: Manufacturers producing qualifying products (meat/ meat alternate entrées containing grains) may apply for a Child Nutrition (CN) Label to indicate the number of ounce equivalent (oz. eq.) grains that meet the whole grain-rich criteria. The term "oz. eq. grains" on the CN Label indicates that the product meets the whole grain-rich criteria and credit for as a grain serving while the terms "bread" or "bread alternate" on the CN Label indicate that the product meets previous program requirements for grains/breads and are not creditable toward a grain serving.

19.7 All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fruits must meet the food distributors' second-quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

19.8 All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. At a minimum, fresh vegetables must meet the food distributors' second-quality level. Fresh vegetables should have characteristic color and good flavor, be well shaped, and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

19.9 All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and should be reduced-sodium, low-sodium or no added salt.

19.10 All canned fruits must meet the food distributors' second quality level (standard). Canned fruit must be packed in juice, water or light syrup, and all frozen or dried fruit must have no added sweetener (nutritive or non-nutritive).

19.11 All fruit juices must be 100 percent, full strength juice.

19.12 Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

19.13 Sauces, (i.e., spaghetti, pizza) and gravy must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

19.14 If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

19.15 Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

19.16 When the specification calls for "Brand Name or Equivalent", the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the SFA.

19.17 Breakfast and lunch program meals must meet the sodium target level prescribed in 7 C.F.R. section 210.10 for the applicable school year.

19.18 Nutrition labels or manufacturer specifications must indicate zero grams of added trans-fat (less than 0.5 grams) per serving. Meats that contain a minimal amount of naturally-occurring trans fats are allowed in the school meal programs.

19.19 USDA requires SFA's to offer two fluid milk choices daily. Fluid milk choices must be from unflavored low-fat (1 percent milk fat) or fat-free, flavored or unflavored. Two choices must be offered daily as required by the SFA.

EVALUATION CRITERIA

A. Minimum Eligibility Requirements:

In order to be considered for evaluation, the proposers should demonstrate sufficient capacity, resources, and experience to provide complete professional food service management services as required by the District. Any proposer that fails to meet all of the following minimum criteria may be noted as "non-responsive" and many not beevaluated/scored.

At a minimum, proposing firms shall submit the required proposal bond. Additionally, proposing firms should submit all required information set forth below. Concurrent with the delivery of the proposal, the Proposer should also irrevocably deliver completed and properly signed:

Exhibit F Drug-Free Workplace Program Bidder Certification
Exhibit G Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Exhibit H Certification Regarding Lobbying
Exhibit I Disclosure of Lobbying Activities
Exhibit J Proposal Summary
Exhibit K Non-Collusion Affidavit
Certificate of Independent Price Determination
Personnel Policies and Employee Handbook

Upon completion of the award process and within five (5) business days of the Suwannee County School Board's completion of the award process at its duly called meeting and execution of the contract, the successful Proposer shall cause the delivery of the required Performance Bond and deliver the required insurance certificate.

NOTE: The items required above should be clearly identified and documented in the proposal. Failure to provide all required information and/or submittals as described in this section may render the respondent's proposal non-responsive and therefore it may also be ineligible for evaluation.

B. Proposal Format and Evaluation Criteria:

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specific below. Include all information in your proposal. Proposers are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive, and therefore ineligible for evaluation.

The criteria for evaluation of proposals shall be as follows:

1. Total Fixed Meal Charge – Maximum 30 points.

The lowest cost proposal meeting specification will receive the maximum Thirty (30) points for this category which includes a 5-point bonus for lowest fixed meal charge. All other respondents will receive points proportionate to the lowest price response based on the remaining 0 points. Maximum Thirty (30) points (Includes 5 Point Bonus for Lowest Cost Proposal.)

2. **Menus/Product Identifications/Nutrition Analyses as submitted in response to the menu system – Maximum 20 points.**

   Evaluation will be on the basis of conformance to the menu system description as provided in this RFP, the appropriateness for the school grade levels and the level of Comprehensiveness of the analysis. Maximum twenty (20) points.

3. **Marketing Plan/Training/Transition Plan – Maximum 15 points**

   Marketing strategies for increased breakfast and lunch and meal participation/staff training/transition plan to be implemented and time line and in school marketing to students and staff. Evaluation will be on the basis of plan adequacy, ability to provide smooth transition between school years, innovation and progress monitoring/assessment methodology. Maximum fifteen (15) points.

Scoring Guidelines Applicable to 2-3.

0 = **No Value:** Proposal is clearly inadequate or non-responsive regarding this topic.
1-2 = **Poor:** Proposal shows limited innovation regarding this topic, but there is some indication that proposal would be marginally effective.
3-5 = **Acceptable:** Proposal shows the minimum level of adequacy and innovation needed regarding this topic, but could be improved.
6-8 = **Good:** Proposal includes a good approach and shows above average innovation regarding this topic.
9-10 = **Superior:** Proposal includes an excellent approach and shows outstanding innovation regarding this topic.

4. **Company Experience – Maximum 15 points. [DISQUALIFIER]**

   Only companies with a minimum of five years' experience with the National School Lunch/Breakfast Programs will be accepted. Only the experience within the last ten years will be considered. Maximum fifteen (15) points.

Scoring Guidelines for Company Experience

0 = Does not meet 5-year requirement

15 = Minimum of five years' experience

5. **Experience of On-Site Management Company Staff – Maximum 15 points. [DISQUALIFIER]**

FSMC's top local manager (General Manager must have a minimum of five years' experience with National School Lunch/Breakfast Programs to be accepted. One point will be earned for every year of experience over the five year minimum for a maximum of ten points.

Scoring Guidelines of On-Site Management Company Staff
0 = Does not meet 5-year requirement
5 = Meets five year minimum
1-10 = Five Year minimum plus one for each year over the minimum – max = 10 points

6. **References - Maximum five (5) points.**

SCORING SHEET

Scoring Guidelines for References	
0 =	**No Value:** References indicate Proposer clearly would be ineffective or Proposer has not responded to this topic.
1 =	**Poor:** Reference indicate Proposer would be marginally effective is selected.
2-3 =	**Acceptable:** References indicate Proposer would meet the minimum level of capability needed if selected, but could be improved.
4 =	**Good:** Reference indicate Proposer would have above average capability if selected.
5 =	**Superior:** References indicate Proposer would have excellent capability if selected.

Criteria	Scale	Multiplier if applicable	Notes	Points Assigned
Total Fixed Meal Charge	0-30	n/a	5 point bonus awarded to lowest cost proposal	
Menus	0-20	n/a		
Marketing Plan	0-15	n/a		
Company Experience	0-15	n/a	Disqualifier	
On-Site FSMC Staff Experience	0-15	n/a	Disqualifier	
References	0-5	n/a		
TOTAL				

LICENSE TO DO BUSINESS

State of Delaware PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SODEXHO AMERICA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

Edward J. Freel, Secretary of State

3154301 8300

001024245

AUTHENTICATION: 0202553

DATE: 01-17-00

LICENSE TO DO BUSINESS

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Sodexho America, LLC

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company
(Name)

1201 Hays Street
Florida street address (P.O. Box NOT ACCEPTABLE)

Tallahassee FL 32301
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

(Signature)

Carol Dolor, Asst. Vice President

$ 100.00	Filing Fee for Application
$ 25.00	Designation of Registered Agent
$ 30.00	Certified Copy (optional)
$ 5.00	Certificate of Status (optional)

LICENSE TO DO BUSINESS

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Sodexho America, LLC
(Name of foreign limited liability company)

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 52-2208632
(FEI number, if applicable)

4. January 5, 2000
(Date of Organization)

5. Perpetual
(Duration; Year limited liability company will cease to exist or "perpetual")

6. Upon qualification
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.)

7. 9801 Washingtonian Blvd.

Gaithersburg, MD 20878
(Street address of principal office)

8. If limited liability company is a manager-managed company, check here ☐

9. The name and usual business addresses of the managing members or managers are as follows:

Sodexho Marriott Management, Inc. (Sole Member)

9801 Washingtonian Blvd.

Gaithersburg, MD 20878

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: To provide food and facilities management services

Anastasia Sweeney

Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Anastasia E. Sweeney, Authorized Representative of Member

Typed or printed name of signee

LICENSE TO DO BUSINESS

FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 4, 2008

CINDY HARRIS
CSC
TALLAAHSSEE, FL 32344

Re: Document Number M00000000118

The Amendment to the Application of a Foreign Limited Liability Company for SODEXHO AMERICA, LLC which changed its name to SODEXO AMERICA, LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on April 4, 2008.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Buck Kohr
Regulatory Specialist II
Division ofCorporation

Letter Number: 208A00020066

Account number: 072100000032

Amount charged: 25.00

P.O. BOX 6327 -Tallahassee, Florida 32314

LICENSE TO DO BUSINESS

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

FILED
08 APR -4 PM 3:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: Sodexho America, LLC

2. Jurisdiction of its organization: Delaware

3. Date authorized to do business in Florida: 01/20/2000

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? _____

5. New name of the limited liability company: Sodexo America, LLC
(must end with "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must end with "Limited Liability Company," "L.L.C." or "LLC.")

6. If the amendment changes the period of duration, indicate new period of duration:

no change

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

no change

8. If the amendment corrects any false statement, indicate the statement being corrected and the correction:

9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

Robert A. Stern

Signature of a member or the authorized representative of a member

Robert A. Stern, Member 4/2/08

Typed or printed name of signee

Filing Fee: $25.00

CERTIFICATE OF INSURANCE

As required pursuant to the Request for Proposal, following is a certificate of insurance. Sodexo will evidence the agreed-upon limits when the contract is awarded.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105 E-MAIL ADDRESS:
INSURED Sodexo, Inc. 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: XL Insurance America Inc 24554 INSURER B: ACE American Insurance Company 22667 INSURER C: ACE Fire Underwriters Insurance Co. 20702 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570090181068 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			US00075917LI21A SIR applies per policy terms & conditions	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability Limit	$2,000,000 $2,000,000 Excluded $2,000,000 $2,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25549089	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$4,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			US00080662LI21A	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC68910997 AOS SCFC68911035 WI	11/01/2021 11/01/2021	11/01/2022 11/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000
B	Excess WC			WCUC68911072 OH SIR applies per policy terms & conditions	11/01/2021	11/01/2022	EL Each Accident EL Disease - Policy	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Sodexo, Inc. and its Subsidiaries 9801 Washingtonian Boulevard, Suite 1012 Gaithersburg MD 20878-5355 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570090181068

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CERTIFICATE OF INSURANCE

AGENCY CUSTOMER ID: 570000029648
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Sodexo, Inc.
POLICY NUMBER See Certificate Number: 570090181068	
CARRIER See Certificate Number: 570090181068	NAIC CODE
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum - AI

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding Workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

ACORD 101 (2008/01)
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EXHIBIT A

SITE INFORMATION LIST
NATIONAL SCHOOL LUNCH PROGRAM

SFA Name: Suwannee County School Board

Sponsor Number 22-202

Site Name & Address	Enrollment	Grade Levels	Number of Days Meals Served	Average Daily Participation	Meal Type	Serving Times	
						Begin	End
Riverside Elementary School 1625 Walker Ave. S.W. Live Oak, Florida 32064	874	PreK-5	174	383 638	B L	7:25 10:30	8:15 12:30
Pineview Elementary School 1748 S. Ohio/MLK Ave. Live Oak, Florida 32064	689	PreK-5	174	328 530	B L	7:25 10:30	8:15 12:30
Springcrest Elementary School 1419 Walker Ave S.W. Live Oak, Florida 32064	550	PreK-5	174	333 401	B L	7:25 10:30	8:15 12:30
Suwannee Middle School 1730 Walker Ave S.W. Live Oak, Florida 32064	988	6-8	174	200 696	B L	7:25 10:30	8:15 12:30
Suwannee High School 1314 Pine Avenue S.W. Live Oak, Florida 32064	1133	9-12	174	231 518	B L	7:25 10:30	8:15 12:30
Branford High School 405 NE Reynolds St. Branford, Florida 32008	721	6-12	174	259 433	B L	7:25 10:30	8:15 12:30
Branford Elementary School26801 SR 247 Branford, Florida 32008	689	PreK-5	174	248 451	B L	7:25 10:30	8:15 12:30

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for K – 8th Grade
Lunch

	1		2		3		4		5		VEG Weekly cup portions
M/MA	3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Cheese Sauce (2 oz. eq. M/MA)	4.5 oz.	Chicken/Cheese (Quesadilla) (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz.	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x ½ cup Dark Green
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	½ c.	WGR Pasta Macaroni (1 oz. eq. grain)	1.5 oz.	8" WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x ¾ cup Red/Orange
	½ c.	Seasoned WGR Brown Rice			1 oz.	WGR Tortilla Chips					x ½ cup Beans/Peas
Fruit	½ c.	1/2 cup Peaches	½ c.	1/2 cup Fresh Apple Slices	½ c.	1/2 cup Pineapple Chunks	½ c.	1/2 cup Cinnamon Applesauce	½ c.	1/2 cup Fresh Orange Wedges	x ½ cup Starchy
											x ½ cup Other
Veg	¾ c.	1 cup Baked Zucchini Sticks (Add'l 2 oz.)	¾ c.	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	3/4 cup	1 Cup (1/2 Cup credit) Iceberg Lettuce 1/4 cup Salsa	1 cup	3/4 cup Baked Potato Wedges 1/4 cup lettuce (1/8 cup credit) & 1/8 cup onion, pickles (garnish)	¾ c.	3/4 cup Baby Carrots FF Ranch	x 1 cup Add'l
											x Grains (9.5 oz.)

	6		7		8		9		10		VEG Weekly cup portions
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup	Spaghetti (1/2 cup meat sauce = 2 oz. eq. M/MA)	2 oz.	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz.	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x ½ cup Dark Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	½ c.	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	x ¾ cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)									x ½ cup Beans/Peas
Fruit	½ c.	1/2 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	½ c.	1/2 cup Fresh Banana	½ c.	1/2 cup Fruit Cocktail	½ c.	1/2 cup Cantaloupe Wedges	½ c.	1/2 cup Pears	x ½ cup Starchy
											x ½ cup Other
Veg	¾ c.	¾ cup Baked Broccoli	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	¾ c.	3/4 cup Baked Sweet Potato Fries	¾ c.	3/4 cup Sweet Peas	¾ c.	3/4 Cup Green Beans	x 1 cup Add'l

SCSB 2023-03 (NEY

				1/4 cup Tomato Sauce							x	Grains (6-8.25 oz.)
	11		12		13		14		15			VEG Weekly cup portions:
M/MA	1/2 Cup	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	1 Each	Turkey Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6"WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1oz. eq. grain)			1 oz.	WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas
Fruit	½ c.	1/2 cup Mixed Fruit	½ c.	1/2 cup Watermelon	½ c.	1/2 cup Fresh Apple Slices	½ c.	1/2 cup Fresh Orange Wedges	½ c.	1/2 cup Peaches	x	1/2 cup Starchy
											x	1/2 cup Other
Veg	¾ c.	3/4 cup Variety Beans (Chili)	1 cup	1.5 cup (3/4 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	¾ c.	3/4 Cup Cucumber Sticks	1 cup	3/4 cup Mexicali Corn	¾ c.	3/4 cup Baby Carrots	x	1 cup Add'l
						FF Ranch		1/4 cup salsa		FF Ranch		
											x	Grains (9.5 oz.)
	16		17		18		19		20			VEG Weekly cup portions:
M/MA	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	2 oz.	Pork Stir Fry (2oz. cooked porked = 2 oz. eq. M/MA)	1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	4.66 oz.	Hot Deli Turkey and Cheese Sub (1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup Dark Green
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)	½ c.	WGR Brown Rice (1 oz. eq. grain)	½ c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	3/4 cup Red/Orange
	1 oz.	Tenders WGR Breading (1 oz. eq. grain)							1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas
Fruit	¼ c.	1/2 cup Baked Cinnamon Apples	½ c.	1/2 cup Fresh Pineapple Chunks	½ c.	1/2 cup Fresh Banana	½ c.	1/4 cup Sliced Kiwi with 1/4 cup Red Grapes	½ c.	1/2 cup Fresh Melon(s)	x	1/2 cup Starchy
											x	1/2 cup Other

SCSB 2023-03 (NEW)

Veg	¾ c.	3/4 cup Baked Beans	¾ c.	1/2 cup Broccoli, Steamed 1/4 cup Oriental Veg (Stir Fry)	1 cup	3/4 cup Carrot Sticks 1/4 cup Tomato Sauce	¾ c.	3/4 Cup Tater Tots	¾ c.	1 Cup (1/2 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x	1 cup Add'l x Grains (8.5 oz.)	
	21												
M/MA	1 Each	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)											
G/B	1 oz.	Whole Grain Rich Bun (1 oz. eq. grain)											
Fruit	1/2 c.	1/2 cup Fresh Apple Slices											
Veg	1-3/4 cup	1 Cup (1/2 Cup credit) Romaine or Other Dark Green Lettuce Salad, FF Dressings 1/4 cup Tomatoes 3/4 cup Crinkle Cut Fries											

It is recommended to utilize USDA recipe to prepare menu items when applicable.

WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate

A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.

The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.

Products may be brand name or equivalent as stipulated in this contract.

The contractor is encouraged to incorporate low sodium products.

Required average daily calorie range per 5-day week = 600-650

*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.

Grains must meet the designated ounce equivalents per the menu guidelines.

Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.

Condiments to be included.

EXHIBIT B, PART 1
Food-Based Meal Pattern
21-Day Cycle Menu for 9th – 12th Grade
Lunch

	1		2		3		4		5			VEG Weekly cup portions
M/MA	3-4 oz.	Baked Chicken (2 oz. cooked chicken = 2 oz. eq. M/MA)	4 oz.	Cheese Sauce (2 oz. eq. M/MA)	4.5 oz.	Chicken/Cheese Quesadilla (2 oz. cooked chicken & 1/2 oz. cheese= 2.5 oz. eq. M/MA)	3 oz.	Hamburger (2 oz. cooked beef = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	½ cup	WGR Pasta—Macaroni (1 oz. eq. grain)	1.5 oz.	8" WGR Tortilla (1.5 oz. eq. grain)	2 oz.	WGR Hamburger Bun (2 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	½ cup	Seasoned WGR Brown Rice (1 oz. eq. grain)	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)					x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Peaches	1 cup	1/2 cup 100% Fruit Blend Juice 1/2 cup Fresh Apple Slices	1 cup	1 cup Pineapple Chunks	1 cup	1 cup Cinnamon Applesauce	1 cup	1 cup Grapes	x	1/2 cup Starchy
											x	3/4 cup Other
Veg	1 cup	1/2 Cup Baked Beans (USDA 100)	1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad + FF Dressings	1 cup	1-1/2 Cup (3/4 Cup credit) Iceberg Lettuce 1/4 Cup Salsa	1 cup	1 Cup Baked Potato Wedges	1 cup	1 Cup Baby Carrots FF Ranch	x	1-1/2 cup Add'l
											x	Grains (10.5 oz)

	6		7		8		9		10			VEG Weekly cup portions
M/MA	4 pieces (4 oz.)	Oven-Baked Fish Nuggets (4 pieces = 2 oz. eq. M/MA)	1 Cup	Spaghetti (1/2 Cup meat sauce = 2 oz. eq. M/MA)	2 oz.	BBQ Pork (2 oz. cooked pork = 2 oz. eq. M/MA)	3 oz.	Grilled Chicken Caesar Wrap (2 oz. cooked chicken = 2 oz. eq. M/MA)	2 oz.	Grilled Cheese (2 oz. cheese = 2 oz. eq. M/MA)	x	1/2 cup Dk Green
G/B	1 oz.-1.25 oz.	WGR Nugget Breading (1-1.25 oz. eq. grain)	1 cup	WGR Pasta—Spaghetti (1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	2 oz.	10" WGR Tortilla (2 oz. eq. grain)	2 oz.	WGR Bread (2 oz. eq. grain)	x	1-1/4 cup Red/Orange
	1 oz.	WGR Dinner Roll (1oz. eq. grain)	1 oz.	Garlic Bread (1 oz. eq. grain)							x	1/2 cup Beans/Peas
Fruit	1 cup	1 cup Fresh Fruit Mix—Grapes, Blueberries, Strawberries	1 cup	1/2 cup Fresh Banana 1/2 cup 100% Apple Juice	1 cup	1 cup Fruit Cocktail	1 cup	1 cup Cantaloupe Wedges	1 cup	1 cup Pears	x	1/2 cup Starchy
											x	3/4 cup Other

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Veg	1 cup	[illegible]	1-1/4 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings 1/4 Cup Tomato Sauce	1 cup	1 Cup Baked Sweet Potato Fries	1 cup	1 Cup Sweet Peas	1 cup	1 Cup Green Beans	x	1-1/2 cup Add'l		
											x	Grains (10-10.25 oz)		
	11		12		13		14		15			VEG Weekly cup portions:		
M/MA	1/2 Cup	Chili (2 oz. cooked beef = 2 oz. eq. M/MA)	2 oz.	Turkey and Cheese Chef Salad (1 oz. cooked turkey & 1 oz. LF Cheese = 2 oz. eq. M/MA)	2 oz.	Hot Dog (2 oz. all meat hot dog = 2 oz. eq. M/MA)	1 Each	Chicken Fajita (USDA D-40- 1 fajita = 2 oz. eq. M/MA)	4.5 oz. slice	Pepperoni/Cheese Pizza (2 oz. cheese and/or pepperoni = 2 oz. eq. M/MA)	x	1/2 cup DK Green		
G/B	1 oz.	WGR Oyster Crackers (1 oz. eq. grain)	1 oz.	WGR Croutons (1 oz. eq. grain)	1.5 oz.	WGR Hot Dog Bun (1.5 oz. eq. grain)	1 oz.	6" WGR Tortilla (1 oz. eq. grain)	2 oz.	WGR Pizza Crust (2 oz. eq. grain)	x	1-1/4 cup Red/Orange		
	1 oz.	WGR Dinner Roll (1 oz. eq. grain)	1 oz.	WGR Soft Breadstick (1 oz. eq. grain)	1 oz.	Hard Pretzels (1 oz. eq. grain)	1 oz.	WGR Tortilla Chips (1 oz. eq. grain)			x	1/2 cup Beans/Peas		
Fruit	1 cup	1 cup Mixed Fruit	1 cup	1 cup Watermelon	1 cup	1/2 cup Fresh Apple 1/2 cup 100% Fruit Punch Juice	1 cup	1 cup pineapple chunks	1 cup	1 cup Grapes	x	1/2 cup Starchy		
Veg	1 cup	[illegible] (Chili)	1 cup	2 cups (1 cup credit) Romaine OR Other Dark Green Lettuce Salad* FF Dressings	1 cup	1 Cup Cucumber Sticks	1-1/4 cup	3/4 cup Mexicali Corn 1/4 cup Salsa	1 cup	1 Cup Baby Carrots	x	3/4 cup Other		
										FF Ranch	x	1-1/2 cup Add'l		
											x	Grains (10.5 oz)		
	16		17		18		19		20			VEG Weekly cup portions:		
M/MA	5 pieces (3 oz.)	Baked Breaded Chicken Tenders (5 pieces = 2 oz. eq. M/MA)	2 oz.	Pork Stir Fry (2 oz. cooked pork = 2 oz. eq. M/MA)	1 Cup	Ziti- (1/2 Cup turkey meat sauce = 2 oz. eq. M/MA)	4.66 oz.	Hot Turkey and Cheese (Sub) 1.66 oz. Turkey & 1 oz. Cheese = 2 oz. eq. M/MA)	1 Each	Beef Burrito (2 oz. cooked beef = 2 oz. eq. M/MA)	x	1/2 cup DK Green		
G/B	1 oz.	WGR Biscuit (1 oz. eq. grain)	1 c.	WGR Brown Rice (2 oz. eq. grain)	½ c.	WGR Pasta- Ziti (1/2 Cup pasta = 1 oz. eq. grain)	2 oz.	WGR Bun (2 oz. eq. grain)	1.5 oz.	8"WGR Tortilla (1.5 oz. eq. grain)	x	1-1/4 cup Red/Orange		
	1 oz.	WG Tenders Breading (1 oz. eq. grain)			1 oz.	Garlic Bread (1 oz. eq. grain)			1 oz.	WGR Tortilla Chips (1 oz. eq. grain)	x	1/2 cup Beans/Peas		
Fruit	1 cup	1 cup Baked Cinnamon Apples	1 cup	1 cup Pears	1 cup	1/2 cup Fresh Banana	1 cup	1/2 cup Sliced Kiwi with	1 cup	1 cup Fresh Melon(s)	x	1/2 cup Starchy		

Veg	1 cup	1 cup Broccoli Stir Fry (1 cup = 1 cup credit) (USDA 100)	1 cup	3/4 cup Broccoli 1/4 cup Oriental Veg (Stir Fry)	1-1/4 cup	1/2 cup 100% Apple Juice 1 cup Carrot Sticks 1/4 cup Tomato Sauce	1 cup	1/2 cup Red Grapes 1 cup Tater Tots	1-1/4 cup	2 Cups (1 Cup credit) Iceberg Lettuce 1/4 cup Tomatoes, Onion (Salsa)	x x x	3/4 cup Other 1-1/2 cup Add'l Grains (10.5 oz)	
	21		WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate										
M/MA	2 oz.	Breaded Chicken Patty (3 oz. = 2 oz. eq. M/MA)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.										
G/B	2 oz.	Whole Grain Rich Bun (2 oz. eq. grain)	The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.										
			Products may be brand name or equivalent as stipulated in this contract.										
			The contractor is encouraged to incorporate low sodium products.										
Fruit	1 cup	1 cup Fresh Apple Slices	Required average daily calorie range per 5-day week = 750-850										
			*Leafy green vegetables: 1 cup counts as 1/2 cup of vegetables. Dark green leafy choices include romaine, spinach, Mesclun, and green and red leaf lettuce.										
			Grains must meet the designated ounce equivalents per the menu guidelines.										
Veg	1-3/4 cup	1 cup (1/2 cup credit) Romaine OR Other Dark Green Lettuce Salad, FF Dressings 1/4 cup Tomatoes 3/4 cup Crinkle Cut Fries	Light, low-fat, non-fat, and low- sugar products/food items are to be used as necessary to meet the average daily calorie range.										
			Condiments to be included,										
			It is recommended to utilize USDA recipe to prepare menu items when applicable.										

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EXHIBIT B, PART 2
Food-Based Meal Pattern
21-Day Cycle Menu for K – 12th Grade
Breakfast

1			2		3		4		5	
G/B	1.2 oz.	WGR Pancakes (1 o.z eq. grain)	1 oz.	WGR Toast (1 oz. eq. grain)	1 oz.	WGR English Muffin (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Bagel (2 oz. eq. grain) w/ Low-Fat cream cheese
G/B or M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies	1 oz. 1/2 oz.	1/2 Egg (1 oz. eq. M/MA) Low-fat Cheese (.5 oz. eq. M/MA)	4 oz.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)		
F/V	1/2 c.	Fresh Blueberries	1/2 c.	Orange Wedges	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Banana	1/2 c.	Fresh Apple Slices
	1/2 c.	100% Pineapple Juice Syrup	1/2 c. 1/4 c.	100% Orange Juice Mushrooms, Red/Green Peppers, and Onions	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
6			7		8		9		10	
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR English Muffin
G/B or M/MA	2 oz.	WGR Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Apple Muffin (2 oz. =1 oz. eq. grain)			1 oz.	WGR Animal Crackers (1 oz. = 1 oz. eq. grain)	2 Tbsp.	Peanut Butter (2 Tbsp. = 1 oz. eq. M/MA)
F/V	1/2 c.	Cinnamon Apples	1/4 c.	Raisins (1/4 c. credits 1/2 c.)	1/2 c.	Pineapple	1/2 c.	Pears	1/2 c.	Peaches
	1/2 c	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice Syrup	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
11			12		13		14		15	

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G/B	4.8 oz.	WGR French Toast (4.8 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Biscuit (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	1 oz.	WGR Toast (1 oz. eq. grain)
G/B or			1/2 c.	Fat-Free Yogurt (1/2 cup = 1 oz. eq. M/MA)	1 oz	Egg (1/2 egg = 1 oz. eq. M/MA)	2 oz.	Hard Boiled Egg (1 egg = 2 oz. eq. M/MA)	1/2 egg	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA) w/veggies
M/MA					1/2 oz	Low-fat Cheese (.5 oz. eq. M/MA)				
F/V	1/2 c.	Applesauce	1/2 c.	Fresh Banana	1/2 c.	Orange Wedges	1/2 c.	Mixed Fruit	1/2 c.	Fresh Blueberries
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Orange Juice
		Syrup							1/4 c.	Mushrooms, Red/Green Peppers, and Onions
16			17		18		19		20	
G/B	½ c.	WGR Oatmeal (1 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2.4 oz.	WGR Waffles (2.4 oz. = 2 oz. eq. grain)	1 oz.	WGR Cereal- 1 Cup (flakes/rounds) = 1 oz. eq.1.25 Cups (puffed cereal) = 1 oz. eq.	2 oz.	WGR Breakfast Muffin (2 oz. = 1 oz. eq. grain)
G/B or	2 oz.	Whole Grain Granola Bar (2 oz. plain granola bar = 1 oz. eq. grain)	2 oz.	WGR Blueberry Muffin (2 oz. = 1 oz. eq. grain)			1 oz.	WGR Graham Crackers (1 oz. = 1 oz. eq. grain)		
M/MA									1 oz.	Scrambled Eggs (1/2 egg = 1 oz. eq. M/MA)
F/V	1/2 c.	Cinnamon Apples	1/2 c.	Pineapple	1/2 c.	Peaches	1/2 c.	Fresh Strawberries	1/2 c.	Fresh Apple Slices
	1/2 c.	100% Pineapple Juice	1/2 c.	100% Orange Juice	1/2 c.	100% Apple Juice	1/2 c.	100% Grape Juice	1/2 c.	100% Fruit Punch Juice
						Syrup				
21			WGR = whole grain-rich, eq. = equivalent, M/MA = Meat/Meat Alternate							
G/B	1.2 oz.	Whole Grain Rich Pancakes (1.2 oz. = 1 oz. eq. grains)	A 8 oz. milk served daily per meal pattern requirements. Two choices required daily from: Fat Free flavored or unflavored; 1% or less unflavored.							
			The contractor must adhere to each 21-day cycle menu for the first 21 days of meal service.							
			Grains and meat/meat alternates must meet the designated ounce equivalents per the menu guidelines.							
G/B or			The breakfast menu must meet the 2014-2015 meal pattern requirements for all components, including the whole grains and daily one-cup fruit requirements, and Sodium Target 1 (≤540 mg sodium at breakfast).							

M/MA	1 oz.	Turkey Sausage (1 oz. cooked = 1 oz. eq. M/MA)	Condiments to be included.
F/V	1/2 c.	Mixed Fruit	The contractor is encouraged to incorporate low sodium products.
	1/2 c.	100% Orange Juice	

EXHIBIT C
FOOD BASED NUTRITION STANDARDS FOR MENU PLANNING
NATIONAL SCHOOL LUNCH PROGRAM & SCHOOL BREAKFAST PROGRAM

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	*Grades 6-8*	*Grades 9-12*	*Grades K-5*	*Grades 6-8*	*Grades 9-12*
Meal Pattern	Amount of Food[a] Per Week (Minimum Per Day)					
Fruits (cups)[b,c]	5 (1)	5 (1)	5 (1)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups)[b,c]	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green[d]	0	0	0	½	½	½
Red/Orange[d]	0	0	0	¾	¾	1¼
Beans/Peas (Legumes)[d]	0	0	0	½	½	½
Starchy[d]	0	0	0	½	½	½
Other[d, e]	0	0	0	½	½	¾
Additional Veg to Reach Total[f]	0	0	0	1	1	1½
Grains (oz. eq.)	7 (1)	8 (1)	9 (1)	8 (1)	8 (1)	10 (2)
Meats/Meat Alternates (oz. eq.)	0[g]	0[g]	0[g]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups)[i]	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal)[h,i,o]	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories)[i]	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg)[i,j] Target 1, 2014-2015	≤ 540	≤ 600	≤ 640	≤ 1,230	≤ 1,360	≤ 1,420
Target 2, 2017-2018	≤ 485	≤ 535	≤ 570	≤ 935	≤ 1,035	≤ 1,080
Target 3, 2022-2023	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat[i]	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

[a]Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.
[b]One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.
[c]For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
[d]Larger amounts of these vegetables may be served.
[e] This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes)vegetable subgroups as defined in § 210.10(c)(2)(iii).
[f]Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
[g] There is no separate meat/meat alternate component in the SBP. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.
[h] The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
[i] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
[j] Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

EXHIBIT D

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2022-2023

MY CHOICE for High Quality Education!

July 2022

July 1-29: Summer Work Schedule
July 4: Holiday

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August 2022

Aug 3-9: Pre-Planning Days
Aug 10: First Day for Students
Aug 22: PD Day

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
~~22~~	23	24	25	26
29	30	31		

September 2022

Sept 5: Labor Day Holiday
Sept 19: County PD Day

			1	2
5	6	7	8	9
12	13	14	15	16
~~19~~	20	21	22	23
26	27	28	29	30

October 2022

Oct 10: End of Quarter 1 (41 days)
Oct 14: Teacher Work Day
Oct 31: PD Day

3	4	5	6	7
10	11	12	13	~~14~~
17	18	19	20	21
24	25	26	27	28
~~31~~				

November 2022

Nov 11: Veterans Day Holiday
Nov 21-25: Thanksgiving Break

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December 2022

Dec 16: Early Release
Dec 16: End of Quarter 2 (41 days)
Dec 19-30: Christmas Break

			1	2
5	6	7	8	9
12	13	14	15	**16**
19	20	21	22	23
~~26~~	~~27~~	~~28~~	~~29~~	~~30~~

January 2023

Jan 2: New Years' Holiday
Jan 3: Teacher Work Day
Jan 4: Students Return
Jan 13: PD Day
Jan 16: MLK Holiday

~~2~~	~~3~~	4	5	6
9	10	11	12	~~13~~
16	17	18	19	20
23	24	25	26	27
30	31			

February 2023

Feb 17: PD Day
Feb 20: Presidents Day

		1	2	3
6	7	8	9	10
13	14	15	16	~~17~~
20	21	22	23	24
27	28			

March 2023

Mar 14: End of Quarter 3 (46 days)
Mar 17: Teacher Work Day
Mar 20: PD Day

		1	2	3
6	7	8	9	10
13	14	15	16	~~17~~
~~20~~	~~21~~	22	23	24
27	28	29	30	31

April 2023

April 7: Good Friday Holiday
April 24-28: Spring Break

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May 2023

May 1: PD Day
May 29: Memorial Day Holiday
May 30-31: Early Release
May 31: End of Quarter 4 (46 days)
May 31: Last Day for Students

~~1~~	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	**30**	**31**		

June 2023

June 1: Post-Planning Day
June 5-30: Summer Work Schedule

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

⊘ PD Day – Holiday for students.

⊠ Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

⊠ Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

▒ Holidays for ALL employees and students.

* Early Release days may be subject to change with prior notice.
* PD Days may be converted to student days if needed for storm make-up days.

SCSB Approved 02/23/2021

EXHIBIT D (Continued)

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2022-2023

MY CHOICE for High Quality Education!

Pre-Planning: August 3 – 9, 2022 **Post-Planning:** June 1, 2023

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed	Friday, September 9, 2022
End of first nine weeks/mid 1st term	Monday, October 10, 2022
Grade reports go out	Friday, October 21, 2022

Second nine weeks/term:

Progress reports will be distributed	Monday, November 14, 2022
End of second nine weeks/end of 1st term	Friday, December 16, 2022
Grade reports go out	Friday, January 6, 2023

Third nine weeks/term:

Progress reports will be distributed	Friday, February 3, 2023
End of third nine weeks/mid 2nd term	Tuesday, March 14, 2023
Grade reports go out	Friday, March 24, 2023

Fourth nine weeks/term:

Progress reports will be distributed	Friday, April 14, 2023
End of fourth nine weeks/end of 2nd term	Wednesday, May 31, 2023

The school office is responsible for the distribution of report cards at the end of the year.

TEACHERS' WORKDAYS

October 14, 2022	January 3, 2023	March 17, 2023

PROFESSIONAL DEVELOPMENT (PD) DAYS (7.25 DAYS – EXCEPT **COUNTY PD DAY)

August 22, 2022	January 13, 2023	May 1, 2023
September 19, 2022**	February 17, 2023	
October 31, 2022	March 20, 2023	

HOLIDAYS 12-Months

July 4, 2022	December 19-23, 2022	April 7, 2023
September 5, 2022	December 29-30, 2022	April 24-26, 2023
November 11, 2022	January 16, 2023	May 29, 2023
November 21-25, 2022	February 20, 2023	

HOLIDAYS Students

August 22, 2022	November 21-25, 2022	March 17-20, 2023
September 5, 2022	December 19-30, 2022	April 7, 2023
September 19, 2022	January 2-3, 2023	April 24-28, 2023
October 14, 2022	January 13-16, 2023	May 1, 2023
October 31, 2022	February 17-20, 2023	May 29, 2023
November 11, 2022		

TEACHER PAID HOLIDAYS (6)

Labor Day	Martin Luther King Jr. Day
Veterans Day	Presidents Day
Thanksgiving Day	Good Friday

- **Paraprofessionals** will work all student days, six (6) Professional Development Days, plus five (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- **Food Service** and **Bus Drivers** work six (6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

EXHIBIT E

Current Employees and Work Schedule

Site	Total Number of Employees	More than 10 Years of Service	10 Years of Service or Less
Food Service Office			
Director (8 Hours)	1	1	
Assistant Coordinator (8 Hours)	1	1	
Admin. Secretary (8 Hours)	1	1	
Branford Elementary School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1	1	
6-Hour Food Service Worker	1		1
8-Hour Food Service Worker	3	1	2
Branford High School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1		1
6-Hour Food Service Worker	1	1	
8-Hour Food Service Worker	3	2	1
Riverside Elementary School			
Manager (8 Hours)	1		1
Assistant Manager (8 Hours)	1		1
6-Hour Food Service Worker	2		2
8-Hour Food Service Worker	4	2	2
Pineview Elementary School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1	1	
6-Hour Food Service Worker	2	1	1
8-Hour Food Service Worker	3	1	2
Springcrest Elementary School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1		1
6-Hour Food Service Worker	1		1
8-Hour Food Service Worker	3	1	2
Suwannee High School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1		1
6-Hour Food Service Worker	2	1	1
8-Hour Food Service Worker	2	1	1
Suwannee Middle School			
Manager (8 Hours)	1	1	
Assistant Manager (8 Hours)	1	1	
6-Hour Food Service Worker	1		1
8-Hour Food Service Worker	4	1	3

EXHIBIT E (Continued)

Current 3-Hour Employees and Work Locations

Employees with 10 years of service or less must be staffed by the FSMC.

Site	3-Hour Food Service Workers	More than 10 Years of Service	10 Years of Service or Less
Branford Elementary School	2	1	1
Branford High School	2		2
Riverside Elementary School	2	2	
Pineview Elementary School	1		1
Springcrest Elementary School	2		2
Suwannee High School	4		4
Suwannee Middle School	2	1	1

Rev. May 2021

EXHIBIT F

DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Stephen Dunmore, Chief Executive Officer, Schools,
Sodexo, North America

EXHIBIT G – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Rev. May 2021

EXHIBIT G

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

USDA **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions** **AD-1048**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Sodexo America, LLC	Suwannee County School District Food Service Management Operations Invitation to Bid RFP #22-202

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America

SIGNATURE(S)	DATE
Stephen Dunmore	January 24, 022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

EXHIBIT G – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Rev. May 2021

EXHIBIT G (Continued)

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT H – CERTIFICATION REGARDING LOBBYING

Rev. May 2021

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By _____ Date: _____
Signature of Vendor Official (Executive Director)

By _____ Date: January 24, 2022
Signature of Vendor Official (Chief Financial Officer)
Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America

For _____
Name of Grantee (SFA)

National School Lunch Program
Title of Grant Program

EXHIBIT I – DISCLOSURE OF LOBBYING ACTIVITES

Rev. May 2021

EXHIBIT I

Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/ application A/B b. initial award c. post-award	a. initial filing A b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
X Prime _____ Subawardee Tier_____, if Known: Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878 **Congressional District, if known:**	**Congressional District, if known:** N/A
6. Federal Department/Agency: U.S. Congress, Department of Defense, White House. EPA USDA, Department of Labor	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:* Unknown	**9. Award Amount,** *if known:* $ Unknown
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* Bukar, Nancy A. McGlockton, Joan
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Stephen J Dunmore **Print Name:** Stephen Dunmore **Title:** Chief Executive Officer, Schools, Sodexo, North America **Telephone No.:** 888-Sodexo7 **Date:** January 24, 2022

EXHIBIT I – DISCLOSURE OF LOBBYING ACTIVITES

Rev. May 2021

EXHIBIT I (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

EXHIBIT J – PROPOSAL SUMMARY

Rev. May 2021

EXHIBIT J

SFA Name: Suwannee County School District Sponsor Number 22-202

PROPOSAL SUMMARY

Request for Proposal and Contract
Nonprofit School Food Service

This document contains a proposal solicitation for the furnishing of management services for the operation of the nonprofit food service programs for the period beginning 08/10/2022 [Mo/Day/Year], and ending 05/31/2022 [Mo/Day/Year] and sets forth the terms and conditions applicable to the procurement. Upon acceptance, this document shall constitute the Contract between the FSMC and the SFA. The FSMC shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract.

MEAL RATES AND FEES MUST BE QUOTED AS IF NO USDA FOODS WILL BE RECEIVED

1. All proposals must be calculated based on the menu(s) in Exhibit B. All proposals shall be submitted using the Proposal Summary form attached herein. The proposed price must not include the use of USDA Foods or any alternate pricing structure. Proposals must be written in ink or typed in the blank space provided.

2. FSMC shall be paid a fixed meal price for each reimbursable meal and meal equivalent provided by the FSMC under this Agreement. The fixed meal price is:

   $ 3.90

   The fixed meal price must be carried out to the second decimal place and must not be rounded.

3. The total cost includes direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC, such as SFA's salary and benefits, indirect cost, and other SFA costs.

4. A meal or meal equivalent shall be calculated as follows:
   A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by three dollars and eighty-three cents ($3.83). Meal service during emergency shelter operations upon request. Dinner meal service at selected locations upon request.

Sodexo America, LLC

Name of FSMC

9801 Washingtonian Boulevard, Gaithersburg, MD 20878

FSMC Address

EXHIBIT J - PROPOSAL SUMMARY

Rev. May 2021

EXHIBIT J (Continued)

By submission of this proposal, the FSMC certifies that, in the event the FSMC receives an award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year renewal terms.

Stephen Dunmore	Chief Executive Officer, Schools, Sodexo, North America
Authorized FSMC Name	Title
Stephen J Dun **	January 24, 2022
Authorized FSMC Signature	Date

ACCEPTANCE OF CONTRACT

22-202	Suwannee County School Board
Sponsor Number	School Food Authority (SFA) Name
Ted L. Roush	Superintendent of Schools
Authorized SFA Name	Title
Authorized SFA Signature	Date

****FSMC signature is conditioned upon the mutual agreement to the terms contained on Attachment A.**

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Fixed Meal Price Calculation

To: Suwannee County School Board						
Estimated Total Meals and Meal Equivalents	1,018,392	x	$	3.90	**Gross Fixed Price Per Meal**	$ 3,971,728.80
Estimated Less Credit for Commodities Received						$ (279,522.00)
Less Credit for District Labor & Benefits						$ (1,002,866.00)
Less Credit for District Indirect Cost						$ (89,053.00)
Less Credit for District Other Cost						$ (110,583.00)
Estimated Total Amount due:	1,018,392	x	$	2.44	**Net Fixed Price Per Meal**	$ 2,489,704.80

sodexo
QUALITY OF LIFE SERVICES

ATTACHMENT A

Sodexo America, LLC ("FSMC") has reviewed the Request for Proposal ("RFP") for food service at Suwannee County School District ("SFA"). Consistent with the second and fourth paragraphs under Section 2.1, in that FSMC's proposal indicates a willingness and good faith intention to negotiate and enter into a contract with the SFA, and aligning with the objective to execute an agreement with the SFA as soon as possible after award, FSMC is submitting its Proposal in compliance with the terms of the RFP. Prior to final award we request further discussions of the following modifications, or similar language that would be mutually agreed upon by the FSMC and SFA, and incorporated into the resultant agreement:

1. FSMC requests clarification of the fourth paragraph under Section 2.1, page 6, that in accordance with USDA regulations, FSMC is not permitted to draft any contractual documents and therefore FSMC has not submitted a sample contract with its proposal; however FSMC has included in its proposal provisions it desires to negotiate with the SFA as permitted in the RFP.

2. FSMC requests clarification of Section 2.16, page 8, in that FSMC also seeks protection of its trade secrets, proprietary and other commercially sensitive information and requests inclusion of the following provisions in any resulting agreement:

"FSMC Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, signage, Services survey forms, software (both owned by and licensed to FSMC), and similar items regularly used in FSMC's business operations ("Proprietary Materials"). In addition, SFA may have access to certain non-public information of FSMC, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in FSMC's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by SFA), or (ii) any information which was available to SFA on a non-confidential basis from a source other than FSMC, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by FSMC.

B. SFA shall not disseminate any Proprietary Materials or disclose any of FSMC's Trade Secrets, directly or indirectly, during or after the term of this Agreement. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination or expiration of this Agreement.

C. Without limiting the foregoing, SFA specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other software, is owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software, and SFA shall not retain such software beyond the termination of

sodexo
QUALITY OF LIFE SERVICES

this Agreement. Data processed by the software shall remain the property of FSMC; however, at SFA's request, upon termination or expiration of this Agreement FSMC shall provide SFA with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

D. The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

3. FSMC requests further discussion leading to mutually agreeable terms that would allow modification of Section 18.14, pages 27-28, to reflect the addition of the following language as new paragraphs:

"Notwithstanding anything to the contrary set forth in this Agreement, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies. This clause shall survive termination of this Agreement.

In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance."

4. FSMC requests clarification of Section 11, "Employees", pages 19-21, in that the following shall apply to all SFA employees that shall be hired by FSMC:

"FSMC shall offer employment to certain SFA management and non-management food service employees ("SFA Employees") to work in the food service operations effective 07/01/2022 ("Hire Date"). As of the Hire Date or upon expiration or termination of this Contract, regardless of how this Contract may be terminated, FSMC shall not be responsible for unused paid time off (including, but not limited to, sick time, personal time, holidays and/or vacation) which accrued to the SFA Employees while employed by the SFA prior to the Hire Date.

SFA shall be responsible for any liability relating to (i) earned or accrued benefits, (ii) termination or lay-off resulting from the transition of the SFA Employees to FSMC's payroll (including the WARN Act) and (iii) employee claims for injury or loss, which injury or loss occurred while such SFA Employees were employed by SFA. In addition, SFA shall be responsible for any liability relating to claims by the SFA Employees who were not offered employment by FSMC."

5. FSMC requests modification of the last paragraph under Exhibit J, "Proposal Summary", page 57, in that FSMC, by signing below agrees to all terms as modified by FSMC's proposal, as outlined above, and as mutually agreed upon by the parties.

EXHIBIT K

DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - SPECIAL REVENUE FUNDS - FOOD SERVICES
For the Fiscal Year Ended June 30, 2021

Exhibit K-2
FDOE Page 4
Fund 410

REVENUES	Account Number	
Federal:		
Miscellaneous Federal Direct	3199	
Federal Through State and Local:		
School Lunch Reimbursement	3261	2,236,982.40
School Breakfast Reimbursement	3262	862,617.01
Afterschool Snack Reimbursement	3263	57,787.20
Child Care Food Program	3264	
USDA-Donated Commodities	3265	95,476.82
Cash in Lieu of Donated Foods	3266	
Summer Food Service Program	3267	111,207.60
Fresh Fruit and Vegetable Program	3268	
Other Food Services	3269	
Federal Through Local	3280	
Miscellaneous Federal Through State	3299	39,696.64
Total Federal Through State and Local	3200	3,403,467.67
State:		
School Breakfast Supplement	3337	26,419.00
School Lunch Supplement	3338	28,117.00
State Through Local	3380	
Other Miscellaneous State Revenues	3399	
Total State	3300	54,536.00
Local:		
Interest on Investments	3431	61.65
Gain on Sale of Investments	3432	
Net Increase (Decrease) in Fair Value of Investments	3433	
Gifts, Grants and Bequests	3440	
Student Lunches	3451	
Student Breakfasts	3452	
Adult Breakfasts/Lunches	3453	10,920.59
Student and Adult á la Carte Fees	3454	43,229.58
Student Snacks	3455	
Other Food Sales	3456	
Other Miscellaneous Local Sources	3495	
Refunds of Prior Year's Expenditures	3497	
Total Local	3400	54,211.82
Total Revenues	3000	3,512,215.49

ESE 348

EXHIBIT K (Continued)

DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - SPECIAL REVENUE FUNDS - FOOD SERVICES (Continued)
For the Fiscal Year Ended June 30, 2021

Exhibit K-2
FDOE Page 5
Fund 410

EXPENDITURES (Functions 7600/9300)	Account Number	
Salaries	100	1,375,397.34
Employee Benefits	200	424,863.47
Purchased Services	300	177,669.84
Energy Services	400	78,910.84
Materials and Supplies	500	1,432,651.34
Capital Outlay	600	6,816.82
Other	700	89,052.68
Other Capital Outlay (Function 9300)	600	23,583.28
Total Expenditures		3,608,945.61
Excess (Deficiency) of Revenues Over Expenditures		(96,730.12)
OTHER FINANCING SOURCES (USES) and CHANGES IN FUND BALANCES		
Loans	3720	
Sale of Capital Assets	3730	
Loss Recoveries	3740	
Transfers In:		
From General Fund	3610	95,396.11
From Debt Service Funds	3620	
From Capital Projects Funds	3630	
Interfund	3650	
From Permanent Funds	3660	
From Internal Service Funds	3670	
From Enterprise Funds	3690	
Total Transfers In	3600	95,396.11
Transfers Out: (Function 9700)		
To General Fund	910	
To Debt Service Funds	920	
To Capital Projects Funds	930	
Interfund	950	
To Permanent Funds	960	
To Internal Service Funds	970	
To Enterprise Funds	990	
Total Transfers Out	9700	0.00
Total Other Financing Sources (Uses)		95,396.11
Net Change in Fund Balance		(1,334.01)
Fund Balance, July 1, 2020	2800	903,711.34
Adjustments to Fund Balance	2891	
Ending Fund Balance:		
Nonspendable Fund Balance	2710	98,330.92
Restricted Fund Balance	2720	804,046.41
Committed Fund Balance	2730	
Assigned Fund Balance	2740	
Unassigned Fund Balance	2750	
Total Fund Balances, June 30, 2021	2700	902,377.33

EXHIBIT K (Continued)

This annotates the salaries and benefits for employees with 10 years of service or less who will have the choice of employment with the FSMC:

$797,395.00

EXHIBIT L – NON-COLLUSION AFFIDAVIT

Rev. May 2021

EXHIBIT L

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Orange

Stephen Dunmore (VENDOR) being first duly sworn, deposes, and says that:
(FSMC Official)

VENDOR is the Chief Executive Officer, Schools, Sodexo, North America of Sodexo America, LLC.
(Owner, Partner, Officer, Representative, Agent) (FSMC)

VENDOR is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said VENDOR nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other VENDOR, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted; or to refrain from proposing in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any VENDOR, firm, or person to fix the price or prices in the attached proposal or any other VENDOR, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other VENDOR, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against the SFA, or any person interested in the proposed contract;

The price of items quoted in the attached proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the VENDOR or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By _____
Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America

Subscribed and sworn to before me this 14th day of January, 20 22.

_____
Notary Public (Signature)

Notary Public State of Florida
Donnie A Marietta
My Commission HH 076511
Expires 01/03/2025

My Commission Expires:
01/03/2025

EXHIBIT M – FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL

Rev. May 2021

Sodexo agrees to comply.

Food Service Management Company (FSMC) Monitoring Tool

Twice a year, an official of the school sponsor should conduct a monitoring visit of *each* food service site. Complete a copy of this form for each site monitored. **Keep a copy of this form with your program records.**

Sponsor #/Name: Site Name

FSMC Name: Review Date: Base Year of Contract: Renewal Year (1,2,3,4):

Meal Type	Fixed Fee Per Meal	Meal Type	Fixed Fee Per Meal
Student Lunches	$	SFSP Lunch/Supper Meals	$
Student Breakfasts	$	SFSP Snacks	$
Meal Equivalent Fee	$	FFVP Meal Equivalent Fee	$
Meal Equivalent Factor (breakfast, snack, adult, etc.)	$		$
Student Afterschool Snacks	$		
SFSP Breakfast	$		

Menus and Service	Yes	No	NA	Comments
1. Has the FSMC followed the 21-day cycle menu, as described in Exhibit B of the contract, for the first 21 days of the contract? (Monitor during the first year of contract only)	☐	☐	☐	
2. If changes were made to menus following the first 21 days of the contract, did the sponsor approve them?	☐	☐	☐	
3. Do cycle menus meet requirements for all grade groups?	☐	☐	☐	
4. Are production records completed each day for all meals claimed for reimbursement and component contributions available for each menu item?	☐	☐	☐	
5. If the "Offer vs Serve" provision was implemented, are students required to take the minimum number of menu items (including ½ cup fruit and/or vegetable)?	☐	☐	☐	
6. Are meal modifications provided to students? Is appropriate meal modification documentation on file at the serving site?	☐	☐	☐	
7. Does the FSMC provide fluid milk substitutions as Sponsor as indicated?	☐	☐	☐	
8. Are fluid milk substitutions compliant with USDA substitution criteria?	☐	☐	☐	
9. Are the Smart Snacks In Schools regulations being followed by the FSMC?	☐	☐	☐	
10. Is the FSMC complying with Vending as stated in the Contract?	☐	☐		
11. Does the FSMC comply with the Sponsor's Local Wellness Policy?	☐	☐		
12. Are meals monitored after the last food or menu item is served/selected to ensure only reimbursable meals are claimed?	☐	☐		
13. Do the foods purchased meet the quality specification standards indicated in the contract?	☐	☐		

EXHIBIT M – FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL

Rev. May 2021

Sodexo agrees to comply.

14. Is FSMC complying with Buy American Requirements?	☐	☐		

Financial Accountability Procedures	Yes	No	NA	Comments
1. Do the school food service daily income records accurately reflect the revenue received by meal type? (Student meals, adult meals, a la carte, etc.)	☐	☐	☐	
2. Do the school food service daily meal count record forms accurately reflect the counts of student and adult meals by meal type and eligibility category?	☐	☐		
3. Are all records being maintained that are needed to support the Claim for reimbursement, reports with claim information (promptly at the end of each month), and meal count records for meals not covered by the Claim, such as adult meals?	☐	☐		
3. Are all invoices monitored to assure the FSMC invoices per the current pricing agreement indicated in the contract or addendum and have not double-invoiced or included costs which are not allowed by the contract?	☐	☐		
4. Do the records show a la carte, adult, and other food sales are being invoiced at the meal equivalency rate or accurately per the contract?	☐	☐		
5. Are all discounts, rebates, and credits for food and supplies received, where applicable?	☐	☐	☐	
Sanitation and Safety Procedures	**Yes**	**No**	**N/A**	**Comments**
1. Are facilities and equipment adequately maintained for safety and sanitation?	☐	☐		
2. Do employees practice safe food handling procedures?	☐	☐		
3. Is a Food Safety (HACCP) plan available at the serving site? 4. If yes, is the plan being implemented? 5. Has the plan been reviewed and revised annually?	☐ ☐ ☐	☐ ☐ ☐		
6. Are health licenses maintained as required by the contract?	☐	☐		☐Sponsor responsibility ☐FSMC responsibility
7. Has the Sponsor/FSMC met the food safety training requirements for their employees?	☐	☐		
Other Contractual Requirements	**Yes**	**No**	**N/A**	**Comments**
1. Has the advisory committee of parents, students and teachers met to assist in menu planning? (Attach documentation - Agendas, Surveys, Taste Testing Results, etc.)	☐	☐		
2. If recommendations or concerns have been noted as a result of the meetings, has the FSMC implemented recommendations or addressed the concerns brought forth by the advisory committee?	☐	☐	☐	
3. If the Sponsor has requested that the FSMC representative participate in the advisory committee meetings has the FSMC complied with this requirement?	☐	☐	☐	

EXHIBIT M – FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL

Rev. May 2021

Sodexo agrees to comply.

4. Have all corrections been made as required if problems were noted during a sponsor review, the administrative review, or a program audit?	☐	☐	☐	
Other Contractual Requirements Cont.	**Yes**	**No**	**N/A**	**Comments**
5. Were the Sponsor's Civil Rights policies followed?	☐	☐		
6. Have there been any Civil Rights complaints this year?	☐	☐		
7. Is the FSMC performing any Sponsor special functions/catering outside the nonprofit school food service account? List functions in the comments section.	☐	☐	☐	
8. If yes to the above, is there a method which delineates the cost allocation for Sponsor special functions/catering conducted outside the nonprofit school food service? (i.e. ensures labor costs are not double invoiced)				
9. Is the FSMC performing any special functions/catering for entities other than the Sponsor? (Any external catering- not for the benefit of the district requires a separate contract.)	☐	☐	☐	
10. If yes to the above, what process is in place to ensure that any and all resources of the school food service department, which are to be used by the FSMC, produce revenue to fully fund the costs of the non-school catering. Are all costs related to the use of the school district's facilities (including food service facilities for catering) paid for by a source other than the food service fund? Please describe process.				
11. Is the FSMC adhering to the Sponsor's free and reduced priced policy statement?	☐	☐		
Staffing and Professional Development	**Yes**	**No**	**N/A**	**Comments**
12. Is FSMC complying with Professional Standards requirements for its employees?	☐	☐	☐	
13. Is FSMC providing appropriate and timely training for FSMC staff? *List training in comments section at end of monitoring form.*	☐	☐	☐	
Renewal Process (If Applicable)	**Yes**	**No**	**N/A**	**Comments**
14. Do all the invoices match the prices with the current renewal addendum prices?	☐	☐	☐	
15. Did the renewal adhere to CPI meal rate increases as described in the contract?	☐	☐	☐	
USDA Foods (If Applicable)	**Yes**	**No**	**N/A**	**Comments**
16. Did the FSMC credit the full value of all donated foods received for use in the meal service as required by contract requirements?	☐	☐	☐	

EXHIBIT M – FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL

Rev. May 2021

Sodexo agrees to comply.

17. Is the FSMC complying with contract requirements that the procurement of processed end products on behalf of the recipient agency, as applicable, complies with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements?	☐	☐	☐	

EXHIBIT M - FOOD SERVICE MANAGEMENT COMPANY (FSMC) MONITORING TOOL

Rev. May 2021

Sodexo agrees to comply.

Other Comments:

List any Corrective Actions Required of the Food Service Management Company	Date of Implementation

Signature of Sponsor's Monitoring Official _____ Title _____ Date _____

Signature of FSMC Official _____ Title _____ Date _____

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A) (1) through (A) (3) above; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE	TITLE	DATE
Stephen Dunmore	Chief Executive Officer, Schools, Sodexo, North America	January 24, 2022

In accepting this offer, the sponsor certifies that the sponsor's offices, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE	DATE

(Accepting a bidder's offer does not constitute acceptance of the contract.)
NOTE: Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

Food Service Management Operations
RFP #22-202
Addendum 1
January 18, 2022

1. **How many physical copies are required to submit? Is it preferred to submit responses electronically?**

   7 hard copies are required, and one electronic copy (flash drive) is appreciated.

2. **Would you please supply the meal counts for snack and dinner:**

   We don't provide dinner, may explore the option in the future.
   We serve approximately 7,000 snacks per month.

3. **Would you supply summer food numbers and how many days summer school is?**

   The number of days differ each year. Usually we serve for 8 weeks, 4 days a week. Summer 2021 numbers were 5,365 breakfast and 6,484 lunches. Total reimbursement was $41,192.18.

4. **For your adults, how many lunch/breakfasts and what are those costs?**

   Breakfast cost for Adults is $1.75 and lunch cost is $4.00.

	B	L	Per Day
Riverside -	1	5	
Pineview -	1	7	
Springcrest -	1	5	
SMS -	1	10	
SHS -	2	5	
BES -	2	5	
BHS-	1	5	

   *Number of breakfasts and lunches served per day for adults other than food service workers.

5. **For the a la cart, can you supply the daily average per campus?**

Riverside –	$10.00
Pineview –	$15.00
Springcrest –	$75.00
SMS –	$45.00
SHS –	$45.00
BES –	$10.00
BHS –	$45.00

6. **Can you supply the rates of pay for all employees, number of days work, number of days they are paid for?**

   See Attachment 1 "Food Service FY 22 Salary & Benefits".

7. **"Purchases Services" entails what? ($177,669.84)**

   Consists of substitutes for absent employees, repair and maintenance, software licenses, telephone, refuse collection container rentals, pest control, and commodity storage and delivery.

8. **"Energy Services" (Original question asks about Energy Savings) entails what? ($78,910.84)**

   Electricity costs and a small amount of bottled propane.

9. **"Materials and Supplies" entails what? ($1,432,651.34)**

   Food, Bread, milk, paper products, meal trays, and flat-ware.

10. **Do you anticipate additional Capital equipment purchases this school year?**

    Not at this time.

11. **What is the $89,052 listed in "other"?**

    1. Indirect Costs Charged is the majority of this amount.
    2. Various other expenditures, including:
       a. Dues and Fees for American Commodity Distribution Association
       b. Inspection of fees paid to County Health Department

12. **What is the other Capital Outlay? ($6,816.820)**

    Capitalized equipment (i.e. computers, printers, kitchen equipment, etc.) greater than $750.

13. **Are the bonds really optional?**

    Yes.

14. **Meal claim reports by school from the beginning of the 21/22 school year will be needed.**

    Attachment 2 "Florida Automated Nutrition System, Sponsor Claim Summaries".

15. Redacted List of employees by site with number of days worked per year, number of hours per day, and current pay rate and fringe is needed.

See Attachment 1 "Food Service FY 22 Salary & Benefits".

16. The annual Indirect cost charged to the program that must be included for the $400,000 guarantee is needed?

See Attachment 3 "Indirect Cost by Site".

17. The 2020/2021 comprehensive annual financial report for the Food Service department will be needed.

Provided in Request for Proposal "Exhibit K – Annual Financial Report".

18. 5.17 Guarantee - It is the goal of the Suwannee County School Board for the successful FSMC to guarantee a $400,000 fund balance, including the FL DOE annually approved indirect cost rate, for the SFA food service operation for school year 2022-2023 and beyond. If this requirement is not met the FSMC will reimburse the SFA for one hundred (100) percent of the net loss in school food service operations.

A. Are you looking for a 400,000 return annually? (That is 13% return.)

Yes,

B. What is the current annual fund balance return? On Exhibit K it appears to be a loss of 95k for the 20-21SY?

Operating expenditures exceeded operating revenues by $96,730.12 in fiscal year 2020-21.

C. For clarification, what was the profit/loss for the last 3 years in the FS department prior to any general fund contributions?

FY 2020-21 – Loss of $96,730.12
FY 2019-20 – Profit of $190,500.84
FY 2018-19 - Profit of $ 61,150.06

D. What was the annual return 2018-2019 SY prior to COVID?

$61,150.06

E. What is the current indirect cost amount you reference above?

3.62% restricted rate.

F. It appears you plan to keep the 3 Food Service Office staff with their costs being allocated to the program AND want to add in an FSMC manager- is this correct?

Yes.

There is a concern that this would be a lot of overhead?

The expectation is that the FSMC will pick up it's own manager, if that is the intent.

19. Section 11 Existing employees who have been employed by the district and are within 10 years of fulltime Florida Retirement (FRS) will have the option to remain employees of the District. Any new employees hired after program implementation will become employees of the selected firm.

A. Is it correct to assume that on Exhibit E that the FSMC is to budget for the employees listed in the 3rd column "10 years of Service or Less"?

Yes.

Or are we to assume Exhibit E are we to only budget for 3hr workers 10 years or less?

FSMC's need to budget for all 6 and 8-hour workers with 10 years or less. All 3-hour workers will be maintained by the District.

B. Please provide all wage rates and benefits currently received by all employees.

See Attachment 1 "Food Service FY 22 Salary & Benefits".

20. Exhibit K $797,395 – do you have the break down per employee so we can review their wages hours and benefits or are you looking for us to use $797,395 in the budget?

See Attachment 1 "Food Service FY 22 Salary & Benefits".

21. 12.2 Section 12 – program expense please provide SFA costs for areas we are responsible for that need to include in the budget.

A. Are there currently any storage costs being incurred for any USDA foods?

Yes, we use the states storage and the fee is based on usage.

B. What is your annual equipment repair costs?

FY 20-21 was approximately $31,672.

C. Are there currently any equipment needs?

Not at this time.

D. What transportation costs are we responsible for?

Very minimal. Our managers drive to the bank for daily deposits and come to manager meetings. We also have cost for conference travel.

E. Required license, permits, & certificates?

The health department and ServSafe for managers. We encourage all employees to get their ServSafe.

22. 13.3 The total cost shall include SFA's salary and benefits, indirect cost, commodity, and other SFA cost. These are SFA direct pay items that must be funded from Food Service Program revenues but are included in the Fixed Meal Price paid per meal to FSMC.

A. Please provide the exact SFA costs that you would like included in the fixed price?

See Attachment 1 "Food Service FY 22 Salary & Benefits".

23. 13.3.1 A reimbursable student lunch and paid adult lunches are counted as one meal equivalent for each lunch served. A reimbursable student breakfast and paid adult breakfast are counted as one half (.50) of a meal equivalent for each breakfast served. A reimbursable student afterschool snack is counted as one quarter (.25) of a meal equivalent. A la carte food sales are converted to meal equivalents by dividing the total amount of a la carte sales by three dollars and eighty-three cents ($3.83).

A. Please confirm these rates on Exhibit M -the sample invoice reflects a different number than what is referenced above?

Yes, the sample invoice reflects a-la-carte cost of $3.00, the actual a-la-carte cost is $3.83

24. Are the 174 serving days for both full serving days for both breakfast and Lunch at all sites- if not please advise?

Yes.

25. Do you offer a snack and or summer program to be included with this if so please provide data for this to be included?

Yes, data previously given in question #s 2 and 3.

26. Do you have a point of sale system (POS) What POS system is in place?

Horizon.

27. Exhibit A Site Information list

A. What time frame in Exhibit A is the average daily participation pulled from? May we have copies of this data?

Monthly reports, the data is attached.

B. Also, please provide pre-covid participation data per site?

Attached.

C. What is the current eligibility (paid/free/reduced) for the district per site? Are you CEP if so how long have you been CEP and at what % are you claiming?

We are all CEP and have been since 2014. We are at 100%.

28. How many serving lines and cashiers are at each site and are they any different than the schools from the site visit?

Riverside - 2 and 2 cashiers
Pineview - 2 and 2 cashiers
Springcrest - 1 and 2 cashiers
SMS - 3 and 3 cashiers
SHS - 4 and 4 cashiers
BES - 2 and 2 cashiers
BHS - 2 and 2 cashiers

29. Exhibit K please provide further clarification-

A. Are the salaries and benefits inclusive of all the café employee? Do you have prorated amount for us to use?

This amount is inclusive of all current food service department employees.

B. Purchased service 177,669 what is this inclusive of?

Purchased services consist of the following expense categories: substitutes for absent employees, repair and maintenance, software licenses, telephone, refuse collection container rentals, pest control, commodity storage and delivery.

C. Energy services what is this inclusive of?

Primarily electricity and small amount of bottled propane.

D. Capital Outlay what is this for?

Non-capitalized equipment (i.e. computers, printers, kitchen equipment, etc.) less than $750.

E. Other 89,052 what is this inclusive of?

1. Indirect Cost Charged is the majority of this amount.
2. Various other expenditures, including:
   a. Dues and fees for American Commodity Distribution Association
   b. Inspection fees paid to County Health Department

F. Other capital outlay what is this inclusive of?

Capitalized equipment (i.e. computers, printers, kitchen equipment, etc.) greater than $750.

30. Exhibit N – 54,150- is ala carte and adult meals offered at all sites?

Yes.

Is this what you normally do in sales?

Yes.

What was it the last 3 years?

2018-19 ($112,368); 2019-20 ($76,364); 2020-21 ($54,150)

A. Can you provide ala carte and adult price lists?

Chips - $1
Water - $1
Fruit Roll ups -.75
Rice Krispy Treats - .75
Ice – Cream - $1
Cookies - .75
Slushies - $1

31. Can you provide the commodity allotment for 2022 and if available the 2023 estimated amount?

2022 - $279,522.22. 2023 not available.

32. Can you provide monthly claims forms broken out by building for the SY 2021 and YTD SY 2022?

Attachment 2 "Florida Automated Nutrition System, Sponsor Claim Summaries".

33. On page 18 of the RFP, it states "The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the FSMC employees or agents as determined by the SFA.", and on page 22 under designation of program expense it says "FSMC is responsible for major equipment original purchase, routine maintenance, major repairs and replacement". Can you please clarify the difference between the two?

Equipment currently in use will be maintained by the SFA, all new equipment will be the responsibility of the FSMC. All equipment purchased by the FSMC may be purchased by the SFA at a depreciated value at the end of the contractual period.

34. Exhibit K for 2020-2021 shows afterschool snack and summer food program sales. Can you provide meal counts for both?

We serve approximately 7,000 snacks per month. Summer 2021 numbers were 5,365 breakfast and 6,484 lunches. Total reimbursement was $41,192.18.

35. Would you allow the use of the school district logo for the sole purposes of completing a customized proposal in response to this RFP?

Yes.

36. Please provide the number of proposals to be submitted on January 26th, 2022.

7 hard copies are required, and one electronic copy (flash drive) is appreciated.

37. Please provide monthly meal claims forms for the 2021/2022 (August 2021 through December 2021) by school as well as the serving days per month.

Attachment 2 "Florida Automated Nutrition System, Sponsor Claim Summaries".

38. Please provide a redacted list of employees by location include position, hourly pay rate, fringe, number of total days per year and number of years in position.

See Attachment 1 "Food Service FY 22 Salary & Benefits".

39. Please provide the number of current open positions?

See Attachment 1 "Food Service FY 22 Salary & Benefits".

40. What is your commodities entitlement for the 21/22 School Year as well as your commodities expected entitlement for the 22/23 School year?

$278,522.22 for 21-22 and 22-23 is unknown

41. Please provide the annual expense for the 2021-2022, 2022-2023 school year for taxes/licenses paid by the SFA that will transition to be paid by the FSMC

Based upon salaries; Current rates are: Social Security 6.2%; Medicare 1.45%.

42. What is the 2022/2023 annual approved indirect costs that will charged to the Food Service Program as per page 4 Section F?

See Attachment 3 "Indirect Cost by Site".

43. What is the specific function of the 3-hour associates?

The 3-hour workers have the same job description as the standard food service worker. However, 3-hour workers are tasked with keeping tables clean and other maintenance requirements. All three

44. Please clarify your intent for the 3-hour employees as on page 20 section 11.7 it states they will be remaining with the district and then on page 49 it states all employees with 10 years or less will move to the FSMC.

Current 3-hour workers will remain with the district and will not be replaced as when they leave the position.

45. Please provide the salaries for the Food Service Director, Assistant Coordinator, and Admin secretary and how many days worked per year.

See Attachment 4 "Redacted Admin FS Employee Salaries and Benefits".

46. Please clarify what is included in other expenses in account 700 that shows $89,052 on page 59 Exhibit K?

1. Indirect Costs Charged is the majority of this amount.
2. Various other expenditures, including:
a. Dues and Fees for American Commodity Distribution Association
b. Inspection of fees paid to County Health Department

47. Please clarify what is included in capital outlay $6800 and other capital outlay $ 28,583 in account 600 on page 59 Exhibit K?

Capitalized equipment (i.e. computers, printers, kitchen equipment, etc.) greater than $750.

48. Please clarify what's included in purchased services $177,679 in account 300 on page 59 Exhibit K?

Consists of substitutes for absent employees, repair and maintenance, software licenses, telephone, refuse collection container rentals, pest control, and commodity storage and delivery.

49. Can you provide a YTD 2021-2022 detailed financial report for the food service department?

See Exhibit K that is part of the RFP which reflects revenues and expenditures.

Attachment 1
FOOD SERVICE FY 22 SALARY & BENEFITS

Work Hours	School Site	# Days Worked PerYear	Building Code	Position Matrix Amount	Salary & Benefits
8 Hour	SRE	186	4111	27,617.00	32718
6 Hour	SRE	183	4111	15,272.00	18093
8 Hour	SRE	186	4111	22,762.00	26966
6 Hour	SRE	183	4111	15,635.00	18523
8 Hour	SRE	183	4111	24,939.00	29545
8 Hour	SRE	183	4111	21,824.00	25855
8 Hour	SRE	183	4111	21,335.00	25276
8 Hour	SRE	183	4111	21,335.00	25276
6 Hour	SSE	183	4142	18,173.00	21530
8 Hour	SSE	186	4142	28,878.00	34212
8 Hour	SSE	183	4142	24,939.00	29545
8 Hour	SSE	183	4142	18,903.00	22394
8 Hour	SSE	183	4142	20,847.00	24697
8 Hour	SSE	186	4142	22,262.00	26374
8 Hour	SHS	186	4143	21,762.00	29430
8 Hour	SHS	183	4143	22,305.00	26425
6 Hour	SHS	183	4143	14,907.00	17660
7 Hour	SHS	183	4143	16,729.00	19819
8 Hour	SHS	186	4143	28,878.00	34212
8 Hour	SHS	183	4143	24,939.00	29545
6 Hour	SMS	183	4151	14,177.00	16795
8 Hour	SMS	186	4151	28,878.00	34212
8 Hour	SMS	183	4151	19,386.00	22967
8 Hour	SMS	186	4151	25,970.00	30767
8 Hour	SMS	183	4151	19,876.00	23547
8 Hour	SMS	183	4151	21,335.00	25276
8 Hour	SMS	183	4151	21,824.00	25855
8 Hour	SPE	183	4160	21,824.00	25855
8 Hour	SPE	183	4160	24,939.00	29545
8 Hour	SPE	186	4160	28,878.00	34212
8 Hour	SPE	186	4160	25,970.00	30767
8 Hour	SPE	183	4160	19,876.00	23547
6 Hour	SPE	183	4160	17,888.00	21192
6 Hour	SPE	183	4160	21,335.00	25276

FOOD SERVICE FY 22 SALARY & BENEFITS

Work Hours	School Site	# Days Worked PerYear	Building Code	Position Matrix Amount	Salary & Benefits
8 Hour	BES	183	4189	18,903.00	22394
6 Hour	BES	183	4189	16,368.00	19391
8 Hour	BES	186	4189	28,878.00	34212
8 Hour	BES	186	4189	25,970.00	30767
8 Hour	BES	183	4189	23,041.00	27297
8 Hour	BES	183	4189	22,305.00	26425
8 Hour	BHS	186	4191	28,878.00	34212
8 Hour	BHS	186	4191	24,842.00	29430
8 Hour	BHS	183	4191	6,394.50	22394
6 Hour	BHS	183	4191	16,729.00	19819
8 Hour	BHS	183	4191	22,305.00	26425
8 Hour	BHS	183	4191	23,041.00	27297
8 Hour	District Staff	261	9015	86,971.00	103035
8 Hour	District Staff	261	9015	43,429.00	51450
8 Hour	District Staff	261	9015	57,140.00	67694
					1430150

Work Hours	School Site	# Days Worked PerYear	Building Code	Position Matrix Amount	Salary & Benefits
3 Hour	SRE	183	4111	7,433.28	7780
3 Hour	BHS	183	4191	6,911.28	8188
3 Hour	SMS	183	4151	6,394.50	7576
3 Hour	SMS	183	4151	7,088.76	8398
3 Hour	SPE	183	4160	6,566.76	7780
3 Hour	SHS	183	4149	6,739.02	7984
3 Hour	BES	183	4189	6,566.76	7780
3 Hour	SHS	183	4144	6,911.28	8188
3 Hour	SSE	183	4142	7,088.76	8398
3 Hour	SRE	183	4111	8,889.66	10532
3 Hour	SSE	183	4142	7,088.76	8398
3 Hour	SHS	183	4143	7,261.02	8602

Attachment 2

Attachment 2

Florida Automated Nutrition System

CLAIM YEAR SUMMARY - NSLP CLAIM MONTH SUMMARY SPONSOR CLAIM SUMMARY

Organization Name :
Suwannee County School Board
Reimbursement Claims Official - NSLP :
Lisa Dorris
School Year :
2020-2021
Sponsor Number :
61
Phone :
(386) 647-4175
Ext:
County :
SUWANNEE

Claim Month :
Aug 2020
Revision Number :
0
Date Started :
9/11/2020
Date Submitted:

Submission Type :
Original
Date Processed :

Time Submitted:

Print Sponsor Claim Summary w/Site Meal Details

	Meals	Rate	Earnings
HighLunch			
Free	49166	$3.53	$173,555.98
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	49166	N/A	$173,555.98
Meal Pattern $0.07 Lunch Earnings			
Claimed	49166	$0.07	$3,441.62
Adjusted	0	$0.07	$0.00
Total	49166	N/A	$3,441.62
SevereNeedBreakfast			
Free	33480	$2.26	$75,664.80
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00

Attachment 2

9/14/2020 Sponsor Claim Summary

	Meals	Rate	Earnings
Total	38480	N/A	$75,664.80
Snack - Area Eligible			
Free	3394	$0.96	$3,258.24
Total	3394	N/A	$3,258.24

Claim Total : $255,920.64
Schedule Number

Description	Claim Earnings Totals (Previous Earnings)	Earnings Total
Claim Total	$0.00	$255,920.64

Back

Show Site Meal Details

Attachment 2

SCSB 2023-03 (NEW)

Attachment 2

Home (/)

Florida Automated Nutrition System

CLAIM YEAR SUMMARY - NSLP (/CLAIM/CLAIMYEARSUMMARY)
/ CLAIM MONTH SUMMARY (/CLAIM/CLAIMMONTHSUMMARY?MONTHID=10&PROGRAMTYPEID=1&FISCALYEARID=20&DISPLAYMONTHNAME=OCT%202020&CLAIMYEARSUMMARYID=537)
/ SPONSOR CLAIM SUMMARY

Organization Name :
Suwannee County School Board
Reimbursement Claims Official - NSLP :
Lisa Dorris
School Year :
2020-2021

Sponsor Number :
61
Phone :
(386) 647-4175
Ext:
County :
SUWANNEE

Claim Month :
Oct 2020
Revision Number :
0
Date Started :
11/10/2020
Date Submitted:
11/16/2020

Submission Type :
Original
Date Processed :

Time Submitted:
12:39 PM

Print Sponsor Claim Summary w/Site Meal Details

	Meals	Rate	Earnings
HighLunch			
Free	73450	$3.53	$259,278.50
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	73450	N/A	$259,278.50
Meal Pattern $0.07 Lunch Earnings			
Claimed	73450	$0.07	$5,141.50
Adjusted	0	$0.07	$0.00
Total	73450	N/A	$5,141.50
SevereNeedBreakfast			
Free	44746	$2.26	$101,125.96
Reduced	0	$1.96	$0.00

Attachment 2

Home (/)	Meals	Rate	Earnings
Paid	0	$0.32	$0.00
Total	44746	N/A	$101,125.96
RegularBreakfast			
Free	831	$1.89	$1,570.59
Reduced	0	$1.59	$0.00
Paid	0	$0.32	$0.00
Total	831	N/A	$1,570.59
Snack - Area Eligible			
Free	6919	$0.96	$6,642.24
Total	6919	N/A	$6,642.24

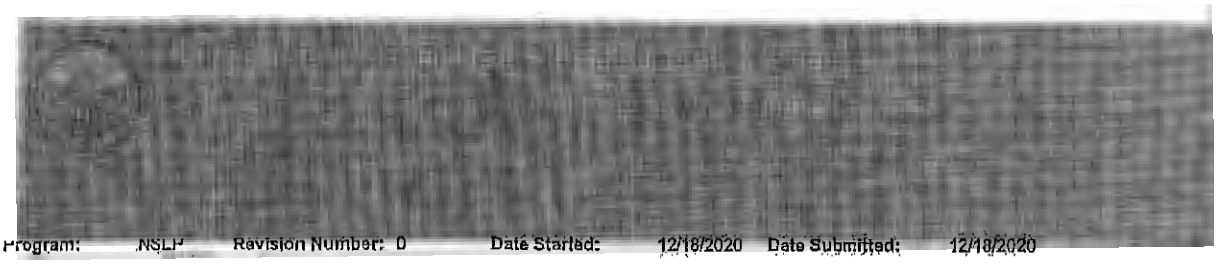
Claim Total : $373,758.79
Schedule Number

Description	Claim Earnings Totals (Previous Earnings)	Earnings Total
Claim Total	$0.00	$373,758.79

Meal Details (/Claim/SiteMealDetails?
l=20&monthId=10&programTypeId=1&claimMonthSummaryId=64151&displayMonthName=Oct%202020&revisionNumber=0)

**Back (/Claim/ClaimMonthSummary?
monthId=10&programTypeId=1&fiscalYearId=20&displayMonthName=Oct%202020&claimYearSummaryId=537)**

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 12/18/2020 Date Submitted: 12/18/2020

Claim Month: Nov 2020 Submission Type: Original Date Processed: Time Submitted: 09:18 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	51453	$3.53	$181,629.09
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	51453	N/A	$181,629.09
Meal Pattern $0.07 Lunch Earnings			
Claimed	51453	$0.07	$3,601.71
Adjusted	0	$0.07	$0.00
Total	51453	N/A	$3,601.71
SevereNeedBreakfast			
Free	31943	$2.26	$72,191.18
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	31943	N/A	$72,191.18
RegularBreakfast			
Free	662	$1.69	$1,062.18
Reduced	0	$1.69	$0.00
Paid	0	$0.32	$0.00
Total	662	N/A	$1,062.18
Snack - Area Eligible			
Free	5267	$0.96	$5,056.32
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	5267	N/A	$5,056.32

Claim Total: $263,540.48

Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Name: Lisa Dorris Date Printed: 12/18/2020

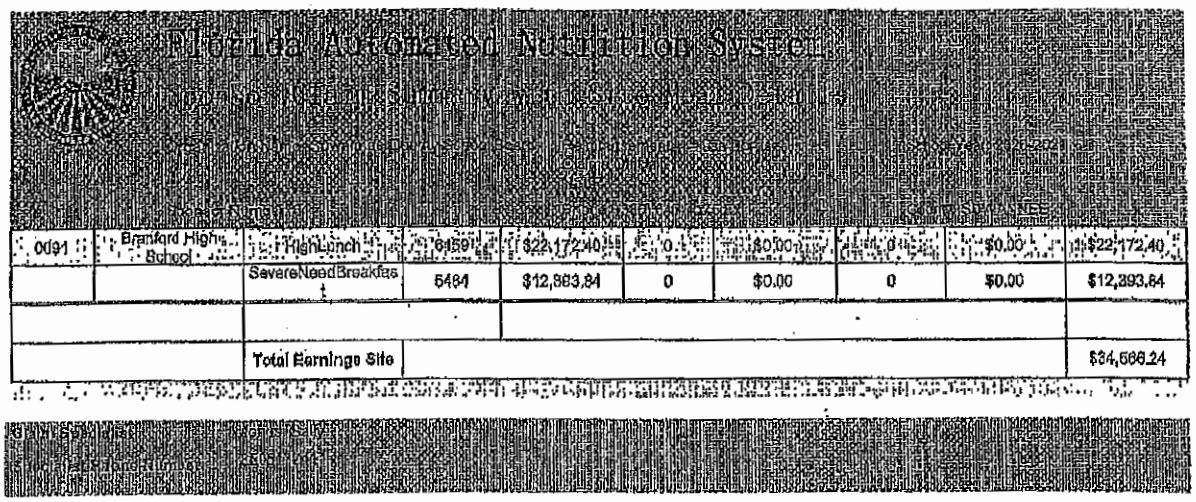
Attachment 2



Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	3775	$31,590.00	0	$0.00	0	$0.00	$31,590.00
		SevereNeedBreakfas t	5696	$12,872.96	0	$0.00	0	$0.00	$12,872.96
		Snack - Area Eligible	1371	$1,316.16	0	$0.00	0	$0.00	$1,316.16
		Total Earnings Site							$45,779.12
0042	Springcrest	HighLunch	5206	$18,741.60	0	$0.00	0	$0.00	$18,741.60
		SevereNeedBreakfas t	4246	$9,600.48	0	$0.00	0	$0.00	$9,600.48
		Snack - Area Eligible	1144	$1,098.24	0	$0.00	0	$0.00	$1,098.24
		Total Earnings Site							$29,440.32
0043	Suwannee High School	HighLunch	7563	$27,226.80	0	$0.00	0	$0.00	$27,226.80
		SevereNeedBreakfas t	4053	$9,159.78	0	$0.00	0	$0.00	$9,159.78
		Total Earnings Site							$36,386.58
0051	Suwannee Middle School	HighLunch	9817	$35,341.20	0	$0.00	0	$0.00	$35,341.20
		SevereNeedBreakfas t	4048	$9,148.48	0	$0.00	0	$0.00	$9,148.48
		Total Earnings Site							$44,489.68
0060	Suwannee Pineview Elementary	HighLunch	7363	$26,506.80	0	$0.00	0	$0.00	$26,506.80
		SevereNeedBreakfas t	4723	$10,673.98	0	$0.00	0	$0.00	$10,673.98
		Snack - Area Eligible	1487	$1,427.52	0	$0.00	0	$0.00	$1,427.52
		Total Earnings Site							$38,608.30
0083	Suwannee Opportunity School	HighLunch	520	$1,872.00	0	$0.00	0	$0.00	$1,872.00
		RegularBreakfast	562	$1,062.18	0	$0.00	0	$0.00	$1,062.18
		Total Earnings Site							$2,934.18
0088	Branford Elementary School	HighLunch	6050	$21,780.00	0	$0.00	0	$0.00	$21,780.00
		SevereNeedBreakfas t	669	$8,341.66	0	$0.00	0	$0.00	$8,341.66
		Snack - Area Eligible	1265	$1,214.40	0	$0.00	0	$0.00	$1,214.40
		Total Earnings Site							$31,336.06

Name: Lisa Norris Date Printed: 12/18/2020

Attachment 2

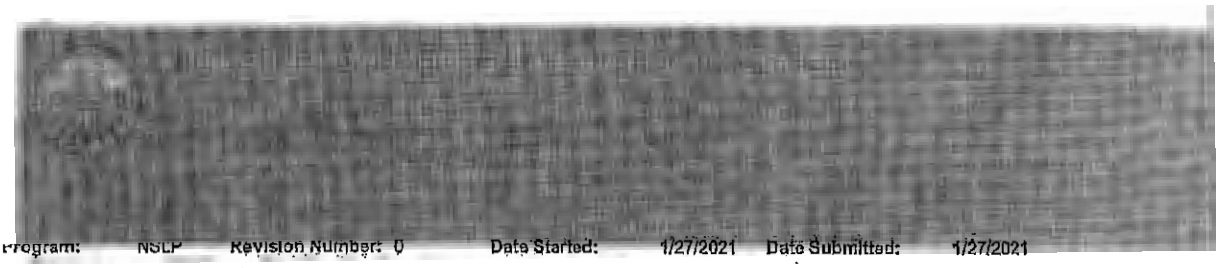


Florida Automated Nutrition System

0091	Branford High School	FreeLunch	6159	$22,172.40	0	$0.00	0	$0.00	$22,172.40
		SevereNeedBreakfas t	5484	$12,393.84	0	$0.00	0	$0.00	$12,393.84
		Total Earnings Site							$34,566.24

Name: Lisa Dorris Date Printed: 12/18/2020

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 1/27/2021 Date Submitted: 1/27/2021

Claim Month: Dec 2020 Submission Type: Original Date Processed: Time Submitted: 10:43 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	50020	$3.53	$176,570.60
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	50020	N/A	$176,570.60
Meal Pattern $0.07 Lunch Earnings			
Claimed	50020	$0.07	$3,501.40
Adjusted	0	$0.07	$0.00
Total	50020	N/A	$3,501.40
SevereNeedBreakfast			
Free	30385	$2.26	$68,670.10
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	30385	N/A	$68,670.10
Snack - Area Eligible			
Free	4929	$0.96	$4,731.84
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	4929	N/A	$4,731.84

Claim Total: $253,473.94

Schedule Number:

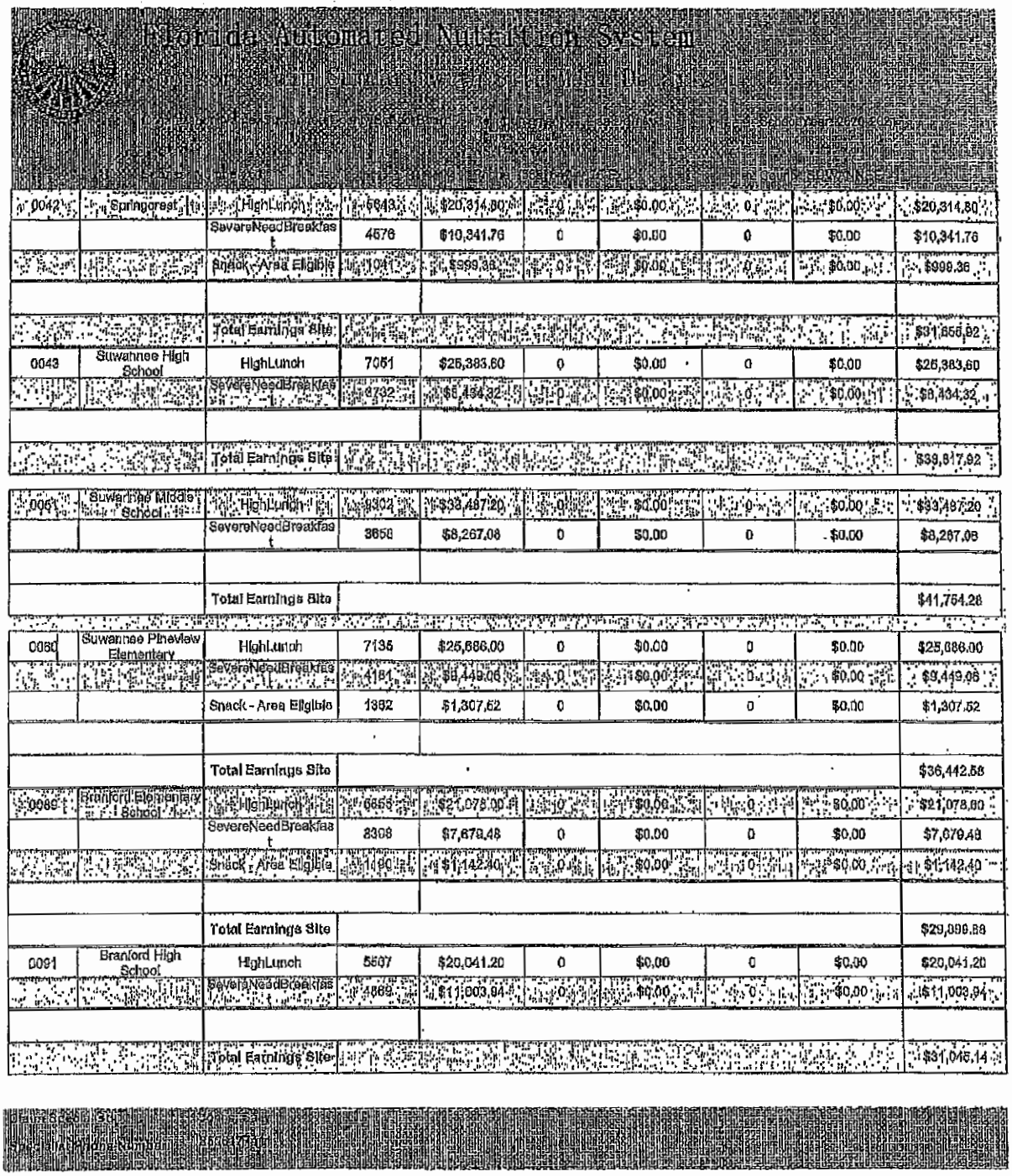
Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	9467	$34,081.20	0	$0.00	0	$0.00	$34,081.20
		SevereNeedBreakfas t	6971	$13,494.46	0	$0.00	0	$0.00	$13,494.46
		Snack - Area Eligible	1336	$1,282.56	0	$0.00	0	$0.00	$1,282.56
		Total Earnings Site							$48,858.22

Name: Lisa Dorris Date Printed: 01/27/2021

Attachment 2

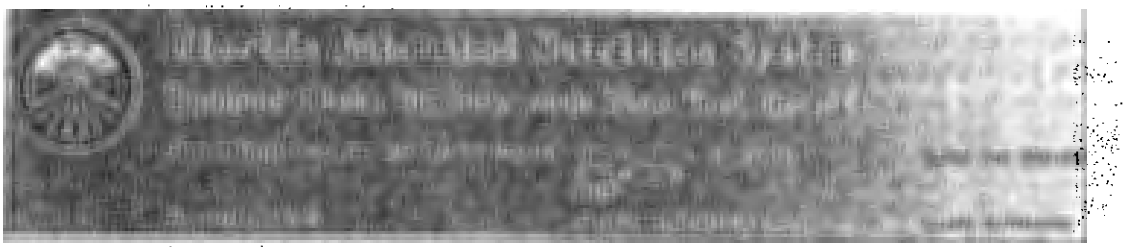


Florida Automated Nutrition System

0042	Springcrest	HighLunch	5643	$20,314.80	0	$0.00	0	$0.00	$20,314.80
		SevereNeedBreakfast	4676	$10,341.76	0	$0.00	0	$0.00	$10,341.76
		Snack - Area Eligible	1041	$999.36	0	$0.00	0	$0.00	$999.36
		Total Earnings Site							$31,655.92
0043	Suwannee High School	HighLunch	7051	$25,383.60	0	$0.00	0	$0.00	$25,383.60
		SevereNeedBreakfast	4732	$9,454.32	0	$0.00	0	$0.00	$9,454.32
		Total Earnings Site							$39,817.92
0061	Suwannee Middle School	HighLunch	9304	$33,497.20	0	$0.00	0	$0.00	$33,497.20
		SevereNeedBreakfast	3659	$8,267.08	0	$0.00	0	$0.00	$8,267.08
		Total Earnings Site							$41,764.28
0080	Suwannee Pineview Elementary	HighLunch	7135	$25,686.00	0	$0.00	0	$0.00	$25,686.00
		SevereNeedBreakfast	4181	$9,449.06	0	$0.00	0	$0.00	$9,449.06
		Snack - Area Eligible	1362	$1,307.52	0	$0.00	0	$0.00	$1,307.52
		Total Earnings Site							$36,442.58
0086	Branford Elementary School	HighLunch	6655	$21,078.00	0	$0.00	0	$0.00	$21,078.00
		SevereNeedBreakfast	3308	$7,679.48	0	$0.00	0	$0.00	$7,679.48
		Snack - Area Eligible	1190	$1,142.40	0	$0.00	0	$0.00	$1,142.40
		Total Earnings Site							$29,899.88
0091	Branford High School	HighLunch	5507	$20,041.20	0	$0.00	0	$0.00	$20,041.20
		SevereNeedBreakfast	4869	$11,003.94	0	$0.00	0	$0.00	$11,003.94
		Total Earnings Site							$31,045.14

Name: Lisa Dorris Date Printed: 01/27/2021

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 2/22/2021 Date Submitted: 2/22/2021

Claim Month: Jan 2021 Submission Type: Original Date Processed: Time Submitted: 09:31 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	60224	$3.53	$212,590.72
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	60224	N/A	$212,590.72
Meal Pattern $0.07 Lunch Earnings			
Claimed	60224	$0.07	$4,215.68
Adjusted	0	$0.07	$0.00
Total	60224	N/A	$4,215.68
SevereNeedBreakfast			
Free	34565	$2.26	$78,116.90
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	34565	N/A	$78,116.90
Snack - Area Eligible			
Free	6301	$0.96	$6,048.96
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	6301	N/A	$6,048.96

Claim Total: $300,972.26

Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	10997	$38,689.20	0	$0.00	0	$0.00	$38,689.20
		SevereNeedBreakfas	6207	$14,027.82	0	$0.00	0	$0.00	$14,027.82
		Snack - Area Eligible	1754	$1,683.84	0	$0.00	0	$0.00	$1,683.84
		Total Earnings Site							$55,300.86

Name: Lisa Dorris Date Printed: 02/22/2021

Attachment 2

Florida Automated Nutrition System

Sponsor Claim Summary with Site Meal Details

Organization Name: Suwannee County School Board | Reimbursement Claims Official: Lisa Dorris | School Year: 2020-2021

Sponsor Number: 61 | Phone: (386) 647-4175 Ext: | County: SUWANNEE

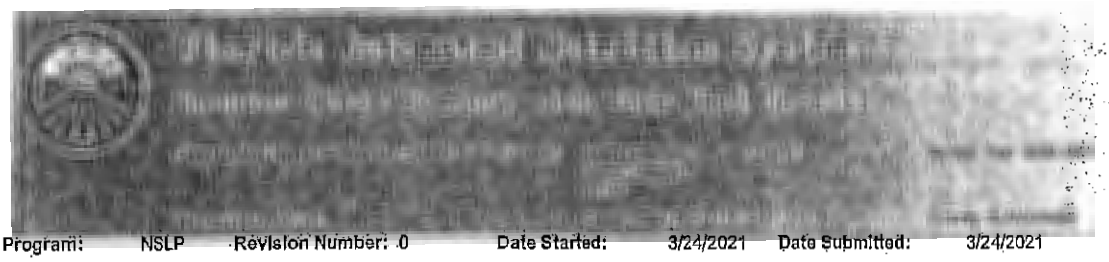
0042	Springcrest	HighLunch	6404	$23,054.40	0	$0.00	0	$0.00	$23,054.40
		SevereNeedBreakfast	5119	$11,568.94	0	$0.00	0	$0.00	$11,568.94
		Snack - Area Eligible	1392	$1,307.52	0	$0.00	0	$0.00	$1,307.52
		Total Earnings Site							$35,930.86
0043	Suwannee High School	HighLunch	9165	$32,994.00	0	$0.00	0	$0.00	$32,994.00
		SevereNeedBreakfast	4357	$9,846.82	0	$0.00	0	$0.00	$9,846.82
		Total Earnings Site							$42,840.82
0051	Suwannee Middle School	HighLunch	11274	$40,586.40	0	$0.00	0	$0.00	$40,586.40
		SevereNeedBreakfast	3889	$8,789.14	0	$0.00	0	$0.00	$8,789.14
		Total Earnings Site							$49,375.54
0060	Suwannee Pineview Elementary	HighLunch	8750	$31,500.00	0	$0.00	0	$0.00	$31,500.00
		SevereNeedBreakfast	4972	$11,236.72	0	$0.00	0	$0.00	$11,236.72
		Snack - Area Eligible	1637	$1,571.52	0	$0.00	0	$0.00	$1,571.52
		Total Earnings Site							$44,308.24
0089	Branford Elementary School	HighLunch	7530	$27,108.00	0	$0.00	0	$0.00	$27,108.00
		SevereNeedBreakfast	4221	$9,539.46	0	$0.00	0	$0.00	$9,539.46
		Snack - Area Eligible	1548	$1,486.08	0	$0.00	0	$0.00	$1,486.08
		Total Earnings Site							$38,133.54
0091	Branford High School	HighLunch	6104	$21,974.40	0	$0.00	0	$0.00	$21,974.40
		SevereNeedBreakfast	5600	$13,108.00	0	$0.00	0	$0.00	$13,108.00
		Total Earnings Site							$35,082.40

Claim Specialist: Johns, Sally

Specialist Phone Number: 8506177411

Name: Lisa Dorris Date Printed: 02/22/2021

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 3/24/2021 Date Submitted: 3/24/2021

Claim Month: Feb 2021 Submission Type: Original Date Processed: Time Submitted: 08:42 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	64917	$3.53	$229,157.01
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	64917	N/A	$229,157.01
Meal Pattern $0.07 Lunch Earnings			
Claimed	64917	$0.07	$4,544.19
Adjusted	0	$0.07	$0.00
Total	64917	N/A	$4,544.19
SevereNeedBreakfast			
Free	39184	$2.26	$88,555.84
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	39184	N/A	$88,555.84
Snack - Area Eligible			
Free	6899	$0.96	$6,623.04
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	6899	N/A	$6,623.04

Claim Total: $328,880.08

Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	12100	$43,560.00	0	$0.00	0	$0.00	$43,560.00
		SevereNeedBreakfas	6617	$15,406.42	0	$0.00	0	$0.00	$15,406.42
		Snack - Area Eligible	1936	$1,858.56	0	$0.00	0	$0.00	$1,858.56
		Total Earnings Site							$60,824.98

Name: Lisa Dorris Date Printed: 03/24/2021

Attachment 2

Florida Automated Nutrition System

Sponsor Claim Summary with Site Meal Details

Organization Name: Suwannee County School Board | Reimbursement | Lisa Dorris | School Year: 2020-2021
Claims Official
NSLP
Sponsor Number: 61 | Phone: (386) 647-4175 Ext: | County: SUWANNEE

0042	Springcrest	HighLunch	6978	$25,120.80	0	$0.00	0	$0.00	$25,120.80
		SevereNeedBreakfast	5621	$12,477.46	0	$0.00	0	$0.00	$12,477.46
		Snack - Area Eligible	1481	$1,421.76	0	$0.00	0	$0.00	$1,421.76
		Total Earnings Site							$39,020.02
0043	Suwannee High School	HighLunch	9887	$35,593.20	0	$0.00	0	$0.00	$35,593.20
		SevereNeedBreakfast	5124	$11,580.24	0	$0.00	0	$0.00	$11,580.24
		Total Earnings Site							$47,173.44
0061	Suwannee Middle School	HighLunch	12071	$43,455.60	0	$0.00	0	$0.00	$43,455.60
		SevereNeedBreakfast	4329	$9,783.54	0	$0.00	0	$0.00	$9,783.54
		Total Earnings Site							$53,239.14
0060	Suwannee Pineview Elementary	HighLunch	9554	$34,394.40	0	$0.00	0	$0.00	$34,394.40
		SevereNeedBreakfast	5447	$12,310.22	0	$0.00	0	$0.00	$12,310.22
		Snack - Area Eligible	1853	$1,778.88	0	$0.00	0	$0.00	$1,778.88
		Total Earnings Site							$48,483.50
0089	Branford Elementary School	HighLunch	8041	$28,947.60	0	$0.00	0	$0.00	$28,947.60
		SevereNeedBreakfast	4497	$10,163.22	0	$0.00	0	$0.00	$10,163.22
		Snack - Area Eligible	1629	$1,563.84	0	$0.00	0	$0.00	$1,563.84
		Total Earnings Site							$40,674.66
0091	Branford High School	HighLunch	6288	$22,636.80	0	$0.00	0	$0.00	$22,636.80
		SevereNeedBreakfast	7449	$16,834.74	0	$0.00	0	$0.00	$16,834.74
		Total Earnings Site							$39,464.34

Claim Specialist: Johns, Sally
Specialist Phone Number: 8506177411

Name: Lisa Dorris Date Printed: 03/24/2021

SCSB 2023-03 (NEW)

Attachment 2

Claim Month :
April 2021
Revision Number :
0
Date Started :
5/11/2021
Date Submitted:
5/11/2021

Submission Type :
Original
Date Processed :

Time Submitted:
09:04 AM

Print Sponsor Claim Summary w/Site Meal Details

	Meals	Rate	Earnings
HighLunch			
Free	54927	$3.53	$193,892.31
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	54927	N/A	$193,892.31
Meal Pattern $0.07 Lunch Earnings			
Claimed	54927	$0.07	$3,844.89
Adjusted	0	$0.07	$0.00
Total	54927	N/A	$3,844.89
SevereNeedBreakfast			
Free	31030	$2.26	$70,127.80
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	31030	N/A	$70,127.80
Snack - Area Eligible			
Free	5583	$0.96	$5,359.68
Total	5583	N/A	$5,359.68

Claim Total : $273,224.68
Schedule Number

Description	Claim Earnings Totals (Previous Earnings)	Earnings Total
Claim Total	$0.00	$273,224.68

Show Site Meal Details
Back
Release v2021.0.18.0

- Home
- Dashboard
- Sponsor
  - « Back
  - Application
  - Claims
  - Data Collection Section
  - Required Document
  - Maintain User
  - Resource Management
  - POINT System
- Reports
  - « Back
  - Admin Reviews
  - Claims
  - Data Collections
  - Program Application
  - Public Release
- Logout
  - « Back
  - Lisa Dorris
  - Lisa.Dorris@suwannee.k12.fl.us
  - Logout
- 0

A logout is scheduled in 59:15 minutes.

Florida Automated Nutrition System

- Claim Year Summary - NSLP
- Claim Month Summary
- Sponsor Claim Summary

Organization Name :
Suwannee County School Board
Reimbursement Claims Official - NSLP :
Lisa Dorris
School Year :
2020-2021

Sponsor Number :
61
Phone :
(386) 647-4175
Ext:
County :
SUWANNEE

Attachment 2

Home (/)

Florida Automated Nutrition System

CLAIM YEAR SUMMARY - NSLP (/CLAIM/CLAIMYEARSUMMARY)
/ CLAIM MONTH SUMMARY (/CLAIM/CLAIMMONTHSUMMARY?MONTHID=5&PROGRAMTYPEID=1&FISCALYEARID=20&DISPLAYMONTHNAME=MAY%202021&CLAIMYEARSUMMARYID=575)
/ SPONSOR CLAIM SUMMARY

Organization Name :
Suwannee County School Board
Reimbursement Claims Official - NSLP :
Lisa Dorris
School Year :
2020-2021

Sponsor Number :
61
Phone :
(386) 647-4175
Ext:
County :
SUWANNEE

Claim Month :
May 2021
Revision Number :
0
Date Started :
6/10/2021
Date Submitted:
6/14/2021

Submission Type :
Original
Date Processed :

Time Submitted:
08:45 AM

Print Sponsor Claim Summary w/Site Meal Details

	Meals	Rate	Earnings
HighLunch			
Free	64606	$3.53	$228,059.18
Reduced	0	$3.13	$0.00
Paid	0	$0.35	$0.00
Total	64606	N/A	$228,059.18
Meal Pattern $0.07 Lunch Earnings			
Claimed	64606	$0.07	$4,522.42
Adjusted	0	$0.07	$0.00
Total	64606	N/A	$4,522.42
SevereNeedBreakfast			
Free	37090	$2.26	$83,823.40

Attachment 2

Home (/)	Meals	Rate	Earnings
Reduced	0	$1.96	$0.00
Paid	0	$0.32	$0.00
Total	37090	N/A	$83,823.40
Snack - Area Eligible			
Free	5884	$0.96	$5,648.64
Total	5884	N/A	$5,648.64

Claim Total : $322,053.64
Schedule Number

Description	Claim Earnings Totals (Previous Earnings)	Earnings Total
Claim Total	$0.00	$322,053.64

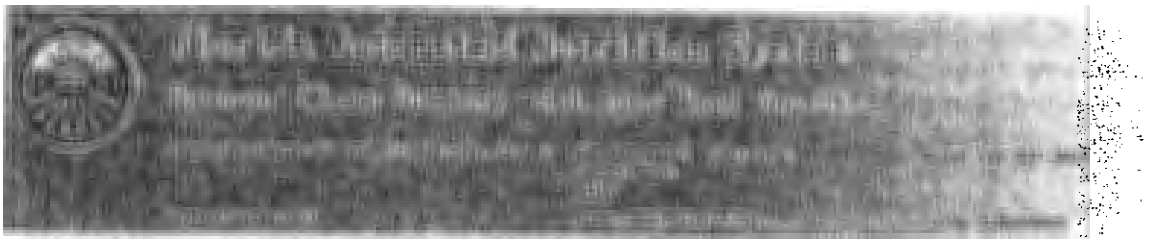
Meal Details (/Claim/SiteMealDetails?
l=20&monthId=5&programTypeId=1&claimMonthSummaryId=67666&displayMonthName=May%202021&revisionNumber=0)

**Back (/Claim/ClaimMonthSummary?
monthId=5&programTypeId=1&fiscalYearId=20&displayMonthName=May%202021&claimYearSummaryId=575)**

A logout is scheduled in 59:53 minutes.

Release v2021.0.19.2

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 9/27/2021 Date Submitted: 9/28/2021

Claim Month: Aug 2021 Submission Type: Original Date Processed: Time Submitted: 07:51 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	54330	$3.68	$199,934.40
Reduced	0	$3.28	$0.00
Paid	0	$0.37	$0.00
Total	54330	N/A	$199,934.40
Meal Pattern $0.07 Lunch Earnings			
Claimed	54330	$0.07	$3,803.10
Adjusted	0	$0.07	$0.00
Total	54330	N/A	$3,803.10
SevereNeedBreakfast			
Free	27920	$2.35	$65,612.00
Reduced	0	$2.05	$0.00
Paid	0	$0.33	$0.00
Total	27920	N/A	$65,612.00
Snack - Area Eligible			
Free	4874	$1.00	$4,874.00
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	4874	N/A	$4,874.00

Claim Total: $274,223.50

Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	9209	$34,533.75	0	$0.00	0	$0.00	$34,533.75
		SevereNeedBreakfas	5232	$12,295.20	0	$0.00	0	$0.00	$12,295.20
		Snack - Area Eligible	1497	$1,497.00	0	$0.00	0	$0.00	$1,497.00
		Total Earnings Site							$48,325.95

Name: Lisa Dorris Date Printed: 09/28/2021

Attachment 2

Florida Automated Nutrition System

Sponsor Claim Summary with Site Meal Details

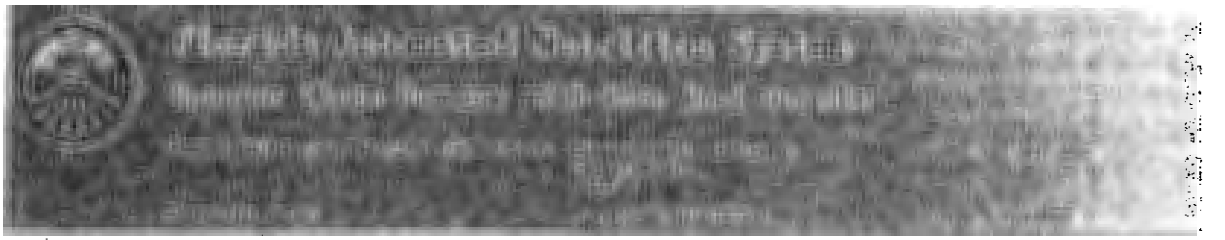
Organization Name: Suwannee County School Board | Reimbursement | Lisa Dorris | School Year: 2021-2022
Claims Official
NSLP
Sponsor Number: 61 | Phone: (386) 647-4075 Ext: | County: SUWANNEE

0042	Springcrest	HighLunch	5859	$21,971.25	0	$0.00	0	$0.00	$21,971.25
		SevereNeedBreakfas t	4099	$11,747.65	0	$0.00	0	$0.00	$11,747.65
		Snack - Area Eligible	1147	$1,147.00	0	$0.00	0	$0.00	$1,147.00
		Total Earnings Site							$34,865.90
0043	Suwannee High School	HighLunch	7601	$28,503.75	0	$0.00	0	$0.00	$28,503.75
		SevereNeedBreakfas t	2972	$6,984.20	0	$0.00	0	$0.00	$6,984.20
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$35,487.95
0051	Suwannee Middle School	HighLunch	10572	$39,645.00	0	$0.00	0	$0.00	$39,645.00
		SevereNeedBreakfas t	2649	$6,225.15	0	$0.00	0	$0.00	$6,225.15
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$45,870.15
0060	Suwannee Pineview Elementary	HighLunch	7916	$29,685.00	0	$0.00	0	$0.00	$29,685.00
		SevereNeedBreakfas t	4873	$11,451.55	0	$0.00	0	$0.00	$11,451.55
		Snack - Area Eligible	1147	$1,147.00	0	$0.00	0	$0.00	$1,147.00
		Total Earnings Site							$42,283.55
0089	Branford Elementary School	HighLunch	6486	$24,322.50	0	$0.00	0	$0.00	$24,322.50
		SevereNeedBreakfas t	3738	$8,784.30	0	$0.00	0	$0.00	$8,784.30
		Snack - Area Eligible	1083	$1,083.00	0	$0.00	0	$0.00	$1,083.00
		Total Earnings Site							$34,189.80
0091	Branford High School	HighLunch	6687	$25,076.25	0	$0.00	0	$0.00	$25,076.25
		SevereNeedBreakfas t	3457	$8,123.95	0	$0.00	0	$0.00	$8,123.95
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$33,200.20

Claim Specialist: Johns, Sally
Specialist Phone Number: 8506177411

Name: Lisa Dorris Date Printed: 09/28/2021

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 10/20/2021 Date Submitted: 10/20/2021

Claim Month: Sep 2021 Submission Type: Original Date Processed: Time Submitted: 11:56 AM

Sponsor Claim Summary

Meal Type	Meals	Rate	Earnings
HighLunch			
Free	74066	$3.68	$272,562.88
Reduced	0	$3.28	$0.00
Paid	0	$0.37	$0.00
Total	74066	N/A	$272,562.88
Meal Pattern $0.07 Lunch Earnings			
Claimed	74066	$0.07	$5,184.62
Adjusted	0	$0.07	$0.00
Total	74066	N/A	$5,184.62
SevereNeedBreakfast			
Free	40976	$2.35	$96,293.60
Reduced	0	$2.05	$0.00
Paid	0	$0.33	$0.00
Total	40976	N/A	$96,293.60
Snack - Area Eligible			
Free	8646	$1.00	$8,646.00
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	8646	N/A	$8,646.00

Claim Total: $382,687.10

Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	12794	$47,940.00	0	$0.00	0	$0.00	$47,940.00
		SevereNeedBreakfas	7669	$18,069.15	0	$0.00	0	$0.00	$18,069.15
		Snack - Area Eligible	2796	$2,796.00	0	$0.00	0	$0.00	$2,796.00
		Total Earnings Site							$68,805.15

Name: Lisa Dorris Date Printed: 10/20/2021

Attachment 2

Florida Automated Nutrition System

Sponsor Claim Summary with Site Meal Details

Organization Name: Suwannee County School Board Reimbursement Claims Official: Lisa Dorris NSLP — School Year: 2021-2022

Sponsor Number: 617 — Phone: (386) 647-4175 Ext: — County: SUWANNEE

0042	Springcrest	HighLunch	8122	$30,457.50	0	$0.00	0	$0.00	$30,457.50
		SevereNeedBreakfast	6762	$15,890.70	0	$0.00	0	$0.00	$15,890.70
		Snack - Area Eligible	2126	$2,126.00	0	$0.00	0	$0.00	$2,126.00
		Total Earnings Site							$48,474.20
0043	Suwannee High School	HighLunch	10585	$39,693.75	0	$0.00	0	$0.00	$39,693.75
		SevereNeedBreakfast	2846	$11,988.10	0	$0.00	0	$0.00	$11,988.10
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$51,681.85
0051	Suwannee Middle School	HighLunch	14153	$53,073.75	0	$0.00	0	$0.00	$53,073.75
		SevereNeedBreakfast	4248	$9,982.80	0	$0.00	0	$0.00	$9,982.80
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$63,056.55
0060	Suwannee Pineview Elementary	HighLunch	10598	$39,742.50	0	$0.00	0	$0.00	$39,742.50
		SevereNeedBreakfast	6556	$15,406.60	0	$0.00	0	$0.00	$15,406.60
		Snack - Area Eligible	1999	$1,999.00	0	$0.00	0	$0.00	$1,999.00
		Total Earnings Site							$57,148.10
0069	Branford Elementary School	HighLunch	9041	$33,903.75	0	$0.00	0	$0.00	$33,903.75
		SevereNeedBreakfast	5578	$13,103.60	0	$0.00	0	$0.00	$13,103.60
		Snack - Area Eligible	1725	$1,725.00	0	$0.00	0	$0.00	$1725.00
		Total Earnings Site							$48,732.35
0091	Branford High School	HighLunch	8783	$32,936.25	0	$0.00	0	$0.00	$32,936.25
		SevereNeedBreakfast	5299	$12,452.65	0	$0.00	0	$0.00	$12,452.65
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$45,388.90

Claim Specialist: Johns, Sally
Specialist Phone Number: 8506177411

Name: Lisa Dorris Date Printed: 10/20/2021

Home (/)

Florida Automated Nutrition System

CLAIM YEAR SUMMARY - NSLP (/CLAIM/CLAIMYEARSUMMARY)
/ CLAIM MONTH SUMMARY (/CLAIM/CLAIMMONTHSUMMARY?
MONTHID=10&PROGRAMTYPEID=1&FISCALYEARID=21&DISPLAYMONTHNAME=OCT%202021&CLAIMYEARSUMMARYID=608)
/ **SPONSOR CLAIM SUMMARY**

Organization Name :
Suwannee County School Board
Reimbursement Claims Official - NSLP :
Lisa Dorris
School Year :
2021-2022

Sponsor Number :
61
Phone :
(386) 647-4175
Ext:
County :
SUWANNEE

Claim Month :
Oct 2021
Revision Number :
0
Date Started :
11/10/2021
Date Submitted:
11/10/2021

Submission Type :
Original
Date Processed :

Time Submitted:
01:54 PM

Attachment 2

SCSB 2023-03 (NEW)

Print Sponsor Claim Summary w/Site Meal Details

Home (/)

	Meals	Rate	Earnings
HighLunch			
Free	77094	$3.68	$283,705.92
Reduced	0	$3.28	$0.00
Paid	0	$0.37	$0.00
Total	77094	N/A	$283,705.92
Meal Pattern $0.07 Lunch Earnings			
Claimed	77094	$0.07	$5,396.58
Adjusted	0	$0.07	$0.00
Total	77094	N/A	$5,396.58
SevereNeedBreakfast			
Free	42496	$2.35	$99,865.60
Reduced	0	$2.05	$0.00
Paid	0	$0.33	$0.00
Total	42496	N/A	$99,865.60
Snack - Area Eligible			
Free	10100	$1.00	$10,100.00
Total	10100	N/A	$10,100.00

Claim Total : $399,068.10

Description	**Claim Earnings Totals (Previous Earnings)**	**Schedule Number Earnings Total**
Claim Total	$0.00	$399,068.10

Show Site Meal Details (/Claim/SiteMealDetails?fiscalYearId=21&monthId=10&programTypeId=1&claimMonthSummaryId=71025&displayMonthName=Oct%202021&revisionNumber=0)

Attachment 2

SCSB 2023-03 (NEW)

Home (/) Back (/Claim/ClaimMonthSummary?monthId=10&programTypeId=1&fiscalYearId=21&displayMonthName=Oct%202021&claimYearSummaryId=608)

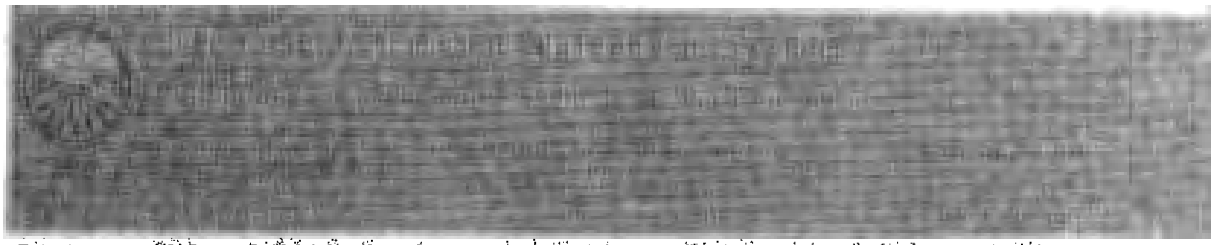
A logout is scheduled in 57:06 minutes.

Release v2021.0.22.7

Attachment 2

SCSB 2023-03 (NEW)

Attachment 2



Program: NSLP Revision Number: 0 Date Started: 12/9/2021 Date Submitted: 12/9/2021

Claim Month: Nov 2021 Submission Type: Original Date Processed: Time Submitted: 09:38 AM

Sponsor Claim Summary

Meal Type	Meals Served	Rate	Earnings
HighLunch			
Free	68566	$3.66	$215,522.68
Reduced	0	$3.28	$0.00
Paid	0	$0.37	$0.00
Total	68566	N/A	$215,522.68
Meal Pattern $0.07 Lunch Earnings			
Claimed	58566	$0.07	$4,099.62
Adjusted	0	$0.07	$0.00
Total	58566	N/A	$4,099.62
SevereNeedBreakfast			
Free	34264	$2.35	$80,520.40
Reduced	0	$2.05	$0.00
Paid	0	$0.33	$0.00
Total	34264	N/A	$80,520.40
RegularBreakfast			
Free	0	$1.97	$0.00
Reduced	0	$1.67	$0.00
Paid	0	$0.33	$0.00
Total	0	N/A	$0.00
Snack - Area Eligible			
Free	7292	$1.00	$7,292.00
Reduced	0	$0.00	$0.00
Paid	0	$0.00	$0.00
Total	7292	N/A	$7,292.00

Claim Total: $307,434.90

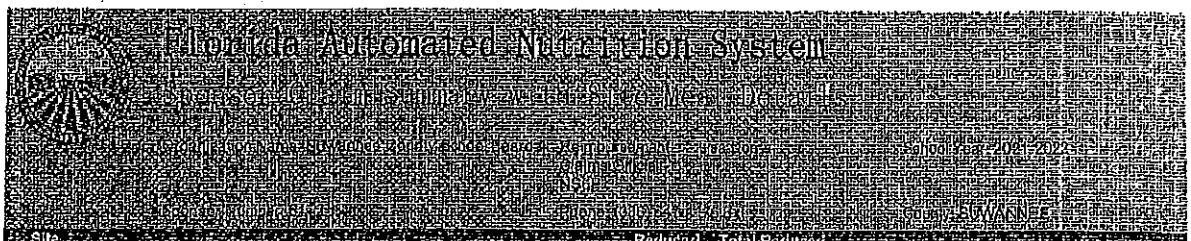
Schedule Number:

Site Meal Details

Note - Lunch earning includes Meal Pattern Compliance Rate.

Name: Lisa Dorris Date Printed: 12/09/2021

Attachment 2

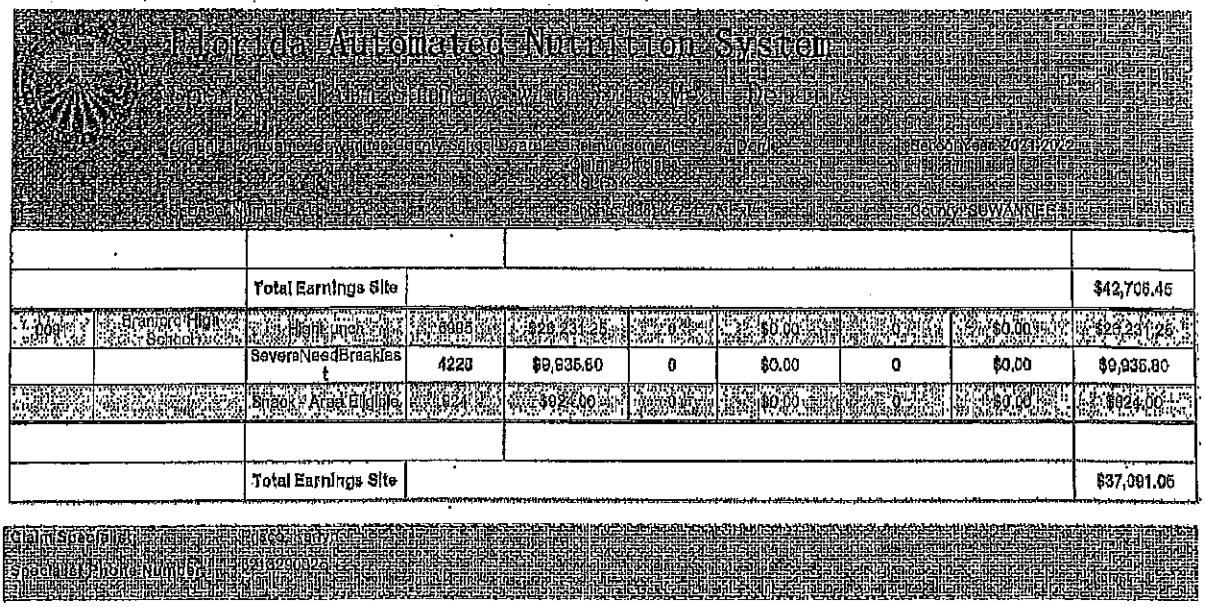


Florida Automated Nutrition System

Site Number	Site Name	Program	Free Meals	Total Free	Reduced Price Meals	Total Reduced Price	Paid Meals	Total Paid	Total Earnings
0011	Suwannee Riverside Elementary	HighLunch	6774	$36,862.60	0	$0.00	0	$0.00	$36,862.60
		SevereNeedBreakfas t	6058	$14,261.80	0	$0.00	0	$0.00	$14,261.80
		Snack - Area Eligible	1956	$1,956.00	0	$0.00	0	$0.00	$1,956.00
		Total Earnings Site							$52,939.10
0049	Springcrest	HighLunch	6949	$28,786.26	0	$0.00	0	$0.00	$28,786.26
		SevereNeedBreakfas t	5244	$12,323.40	0	$0.00	0	$0.00	$12,323.40
		Snack - Area Eligible	1477	$1,477.00	0	$0.00	0	$0.00	$1,477.00
		Total Earnings Site							$37,586.86
0043	Suwannee High School	HighLunch	6592	$32,220.00	0	$0.00	0	$0.00	$32,220.00
		SevereNeedBreakfas t	4364	$10,902.40	0	$0.00	0	$0.00	$10,902.40
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$42,522.40
0061	Suwannee Middle School	HighLunch	6693	$41,223.75	0	$0.00	0	$0.00	$41,223.75
		SevereNeedBreakfas t	3549	$8,340.15	0	$0.00	0	$0.00	$8,340.15
		Snack - Area Eligible	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$49,563.90
0060	Suwannee Pineview Elementary	HighLunch	6353	$31,335.00	0	$0.00	0	$0.00	$31,335.00
		SevereNeedBreakfas t	5101	$12,126.35	0	$0.00	0	$0.00	$12,126.35
		Snack - Area Eligible	1663	$1,663.00	0	$0.00	0	$0.00	$1,663.00
		Total Earnings Site							$45,126.35
0069	Suwannee Opportunity School	HighLunch	0	$0.00	0	$0.00	0	$0.00	$0.00
		RegularBreakfast	0	$0.00	0	$0.00	0	$0.00	$0.00
		Total Earnings Site							$0.00
0089	Branford Elementary School	HighLunch	7613	$28,173.75	0	$0.00	0	$0.00	$28,173.75
		SevereNeedBreakfas t	5842	$13,256.70	0	$0.00	0	$0.00	$13,256.70
		Snack - Area Eligible	1273	$1,273.00	0	$0.00	0	$0.00	$1,273.00

Name: Lisa Dorris Date Printed: 12/09/2021

Attachment 2



Florida Automated Nutrition System

		Total Earnings Site							$42,706.46
1000	Branford High School	Lunch	3005	$29,231.25	0	$0.00	0	$0.00	$29,231.25
		SeverelyNeedBreakfast	4223	$9,935.60	0	$0.00	0	$0.00	$9,935.60
		Snack - Area Eligible	0211	$924.00	0	$0.00	0	$0.00	$924.00
		Total Earnings Site							$37,091.05

Claim Specialist:
Specialist Phone Number:

Name: Lisa Dorris Date Printed: 12/09/2021

Attachment 3
INDIRECT COST BY SITE

Site	Indirect Cost	Meal Claims (Breakfast and Lunch)	After School Snacks
Branford Elementary School	$10,346.78	$170,359.14	$5,729.00
Branford High School	$10,570.01	$159,274.09	$2,864.00
Suwannee High School	$12,467.11	$180,657.32	0
Suwannee Middle School	$13,372.74	$218,723.54	0
Suwannee Pineview Elementary	$12,030.28	$193,954.84	$6,825.00
Suwannee Riverside Elementary	$12,617.65	$228,844.39	$8,790.00
Suwannee Springcrest Elementary	$10,538.64	$162,204.36	$6,704.00

Attachment 4

ADMIN FOOD SERVICE EMPLOYEE LIST FY 22 SALARY & BENEFITS

	Days Worked	Building Code	Position Matrix Amount	Salary & Benefits
Director		9015	86,971.00	103035
Admin Secretary	261	9015	43,429.00	51450
Asst Coordinator	261	9015	57,140.00	67694
	261			

RESPECT AND CIVILITY IN SCHOOLS AND DISTRICT OFFICES 2.18

I. The School Board is committed to maintaining orderly educational and administrative processes in keeping schools and administrative offices free from disruptions and preventing unauthorized persons from entering school/District grounds. Staff will take the necessary actions to protect students' and other employees' personal safety and positive work environment.

The School Board believes that a staff member should be able to work in an environment free of threatening speech or actions. This policy promotes mutual respect, civility and orderly conduct among district employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for staff members.

Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff, willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on School District property, will be directed to leave school or School District property promptly by the site administrator or designee, or shall be escorted from the property with the assistance of other staff or a law enforcement officer.

Pursuant to this policy, when an individual is directed to leave, the site administrator or designee shall inform the person that he/she may be subject to prosecution under Florida law. If an individual refuses to leave upon request or returns before the applicable period of time, the site administrator or designee may notify law enforcement officials. An incident report should be completed for the situations and submitted to the Superintendent.

When violence is directed against an employee, or theft against property, employees shall promptly report the incident to their principal or supervisor and complete an incident report. Employees and supervisors should complete an incident report and report to law enforcement, any attack, assault, or threat made against them on school/District premises or at school/District sponsored activities.

II. **Expected Level of Behavior**

A. Board employees will treat parents and other members of the public with courtesy and respect.

B. Parents and other visitors to schools and District facilities will treat teachers, school administrators, other school staff, and Board employees with courtesy and respect.

C. Board employees will treat each other with courtesy and respect.

III. **Unacceptable/Disruptive behavior includes, but is not necessarily limited to:**

A. Exhibiting behavior which interferes with or threatens to interfere with the operation of a classroom or school related on-campus or off-campus activity, an employee's office or office area, and all areas of a school or facility.

B. Using loud and/or offensive or demeaning language, swearing, cursing, profanity, or disruptive display of temper.

C. Threatening to do bodily or physical harm to a parent/guardian, or members of the general public, or to a teacher, school administrator, school employee, or student regardless of whether or not the behavior constitutes or may constitute a criminal violation.

D. Damaging or destroying school or Board property.

E. Any other behavior which disrupts the orderly operation of school, school classroom, or any other Board facility.

F. Abusive, threatening, demeaning, or obscene mail, e-mail, or voice mail messages.

IV. **Parent Recourse**

Any parent who believes s/he was subject to unacceptable/disruptive behavior on the part of a staff member should bring such behavior to the attention of their immediate supervisor, appropriate executive director, and/or the District's Professional Standards Investigator.

V. **Authority of School Personnel**

A. School personnel have the authority to direct persons to leave school or Board premises if the individual:

1. disrupts or threatens to disrupt school or District operations;

2. threatens to or attempts to do or does physical harm to Board personnel, students, or others lawfully on a school or Board premises;

3. threatens the health or safety of students, Board personnel, or others lawfully on a school or Board premises;

4. intentionally causes damage to school, Board property, or property of others lawfully on a school campus or Board premises;

5. uses loud or offensive language; and/or

6. is without authorization to come on a school or other Board facility may be directed to leave the school or Board premises by a school's principal or assistant principal, or in their absence a person who is lawfully in charge of the school; any District level administrator including the Superintendent, an executive director, a director; the District's Safety Specialist, a facility security officer, or the District staff person in charge of a meeting or function where uncivil behavior occurs.

If the person refuses to leave the premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action deemed necessary. If the offender threatens personal harm the employee may contact law enforcement.

B. Authority to Deal with Persons who are Verbally Abusive

1. If any member of the public uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the employee to whom the remarks are directed shall calmly and politely request the speaker to communicate civilly.

2. If the verbal abuse continues, the employee to whom the remarks are directed may, after giving appropriate notice to the speaker, terminate the meeting, conference, or telephone conversation. If the meeting or conference is in a school or on School Board premises, any employee may request an administrator or other authorized personnel to direct the speaker to promptly leave the premises.

3. If the person refuses to leave the premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary. If the employee is threatened with personal harm, the employee may contact law enforcement.

C. Abusive, Threatening, or Obscene Mail, E-Mail, or Voice Mail Messages

1. If any District employee receives mail, e-mail, or a voice message which is abusive, threatening, or obscene, the employee is not obligated to respond to the mail, e-mail, or return the telephone call. The employee may save the message and contact their supervisor or the District Safety Specialist.

2. If the message threatens the employee with personal harm, the employee may contact law enforcement.

STATUTORY AUTHORITY: **1001.41, 1001.43 F.S.**

LAW(S) IMPLEMENTED: **Fla. Const. Art. IX, Section 4; 1006.145 F.S.**
20 U.S.C. 1681 et seq., 29 U.S.C. 621 et seq.,
29 U.S.C. 749 et seq., 42 U.S.C. 12101 et seq.,
42 U.S.C. 2000e et seq. Civil Rights Act, 41 U.S.C. 1983

HISTORY: ADOPTED: _____ REVISION DATE(S): _____

HOMELESS STUDENTS **5.021**

POLICY:

Homeless children who live within the county shall be admitted to school in the District, shall have access to free public education including preschool, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems.

I. Definitions

A. Homeless Child
One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who:

1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;

2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;

3. Are living in emergency or transitional shelters, or FEMA trailer;

4. Are abandoned in hospitals or not in the physical custody of a parent or legal guardian;

5. Have a primary nighttime residence that is:

   a. A supervised shelter designed to provide temporary living accommodations;
   b. An institution providing temporary residence for persons who are to be institutionalized; or

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c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;

5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or

6. Are migratory children who qualify as homeless because the children are living in circumstances described in I.A.1. through I.A.5.

B. Unaccompanied Youth - A youth is a person up to the age of 21. The term unaccompanied homeless youth includes a child or youth not in the physical custody of a parent or guardian.

C. Certified Homeless Youth – A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, a licensed clinical social worker, or a circuit court.

D. School of Origin - The school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

E. Enroll and Enrollment - Attending classes and participating fully in school activities.

F. Immediate – Without delay.

G. Parent – Parent or guardian of a student.

H. Liasion – The staff person designated by the District as the person responsible for carrying out the duties assigned to the liasion by the McKinney-Vento Homeless Assistance Act.

I. Designated receiving school - Includes the next level school, elementary from prekindergarten, middle from elementary, high from middle, that a homeless child or youth, whose homelessness continues into the next school year, may attend when that next level school is the district designated school for those students in the homeless student's school of origin.

J. Eligible School - The school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend [s.722(g)(3)(A)]

II. The District shall identify a liaison to carry out the duties described in the McKinney-Vento Homeless Assistance Act.

III. The District shall identify homeless students as defined by federal and state law. If the District liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.

IV. The District shall seek to remove barriers to the identification, enrollment and retention of homeless children and youth. Uniform or

dress code requirements, outstanding fees, fines, or absences shall not be barriers to enrollment or participation

V. The District shall ensure the immediate enrollment of homeless students, even if the child or youth missed an application or enrollment deadline during any period of homelessness.

A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.

B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school-entry healthy examination, proof of immunization, and other documentation required for enrollment.

VI. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, academic and extracurricular activities, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, vocational and technical programs, preschool programs.

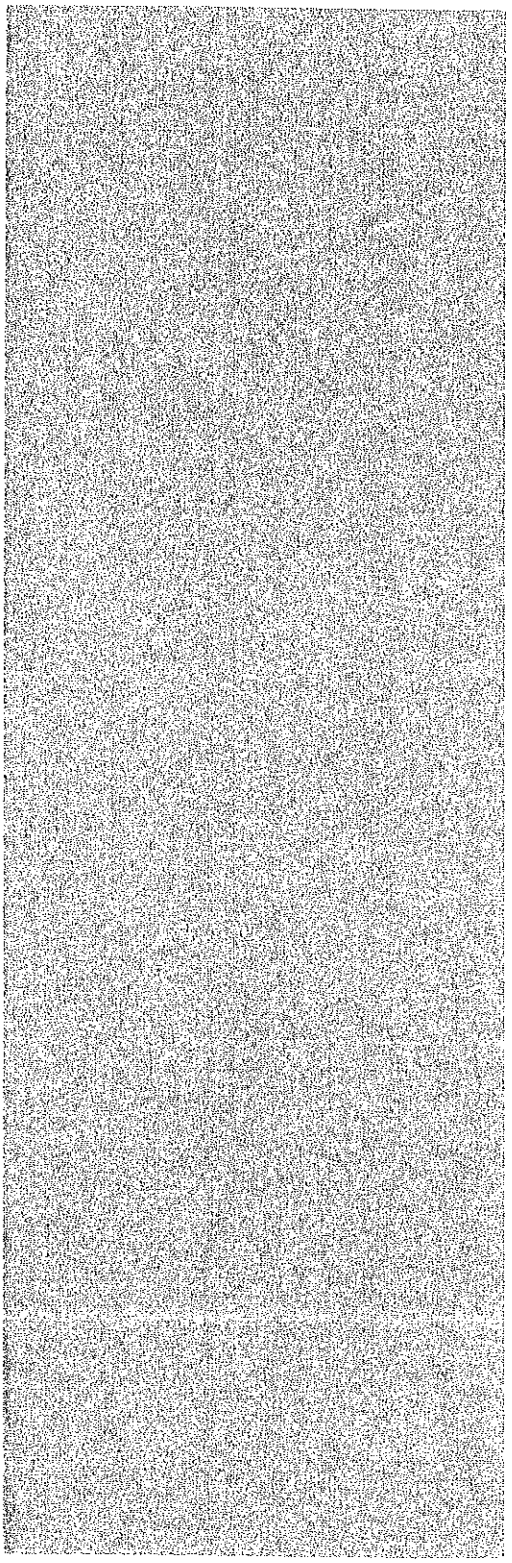
VII. If requested by a child's or youth's parent or guardian, a homeless child or youth may enroll in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

VIII. The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.

IX. Appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school shall be awarded.

X. Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.

XI. If the child or youth needs to obtain immunizations or immunization records, the enrolling school shall immediately refer the parent or guardian of the child or the youth to the homeless liaison who will assist in obtaining necessary immunizations or records.



XII. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained so that the records are available, in a timely fashion, when the child or youth enters a new school or school district. These records shall be treated as student records and held confidential in a manner consistent with section 444 of the General Education Provision Act (20 U.S.C. 1232g) and shall not be deemed to be directory information.

XIII. Keeping the child or youth in the school of origin is presumed to be in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth when considering placement in a school other than the child's or youth's school of origin, the district will consider student-centered factors to determine a placement that is in the student's best interest.

XIV. When the district determines that a placement other than the school of origin is in the best interest, the district will provide the parent, guardian, or unaccompanied homeless youth with a written explanation in a manner and form understandable to the parent,

guardian, or unaccompanied youth, and information on the right to appeal the placement determination.

XV. During a school selection dispute, the child or youth will either remain enrolled in the student's school of origin or shall be immediately enrolled in the eligible school in which enrollment is sought, either the school zoned for the address where the student is residing or another school which students residing in that attendance zone are eligible to attend, pending final resolution of the dispute including all available appeals the parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school or the district, including the rights of the parent,

guardian, or unaccompanied youth to appeal such decisions and the parent, guardian, or unaccompanied youth shall be referred to the district's designated homeless liaison to carry out the dispute resolution process as expeditiously as possible.

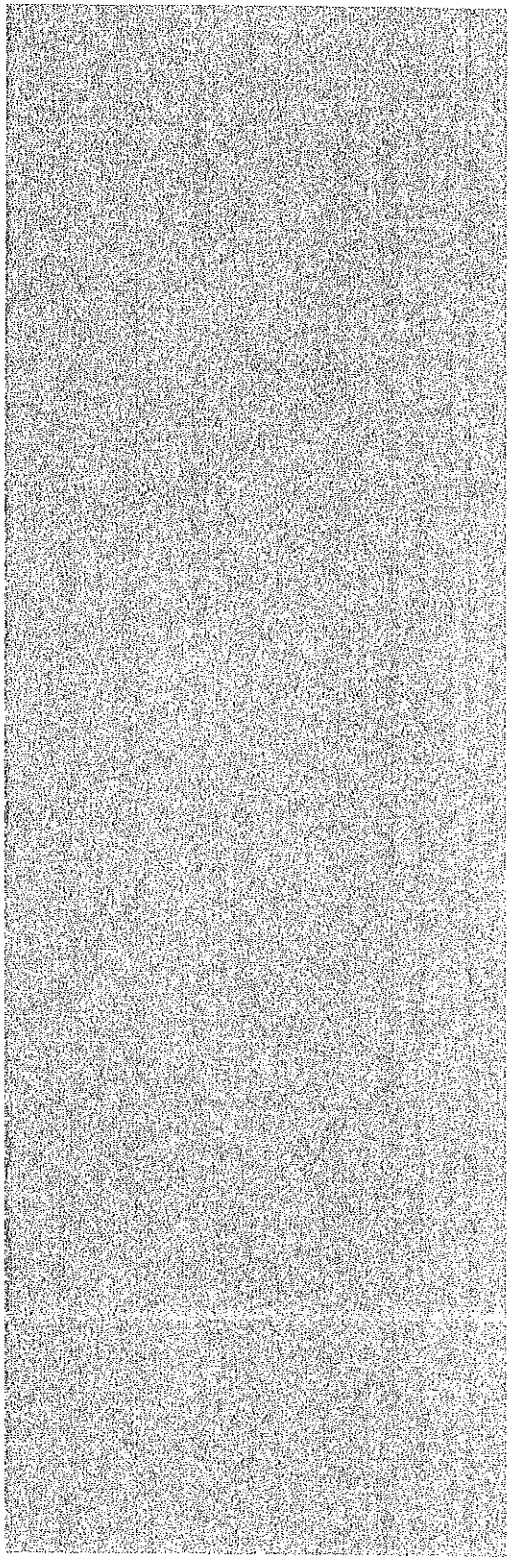
XVI. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility of transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.

XVII. A homeless student who becomes permanently housed during the academic year, may remain at their school of origin for the remainder of the academic year and continue to receive all McKinney-Vento Act benefits.

XVIII. Homeless students shall not be stigmatized, segregated, or separated in any education program on the basis of their homeless status.

XIX. The District shall coordinate district programs and collaborate with other school districts, community service providers and organizations, including:

A. Local social services and other community agencies to provide support to homeless students and their families,
B. Other school districts regarding homeless student-related transportation, transfer of school records, and other inter-district activities, as needed,
C. housing authorities, and
D. ESE.

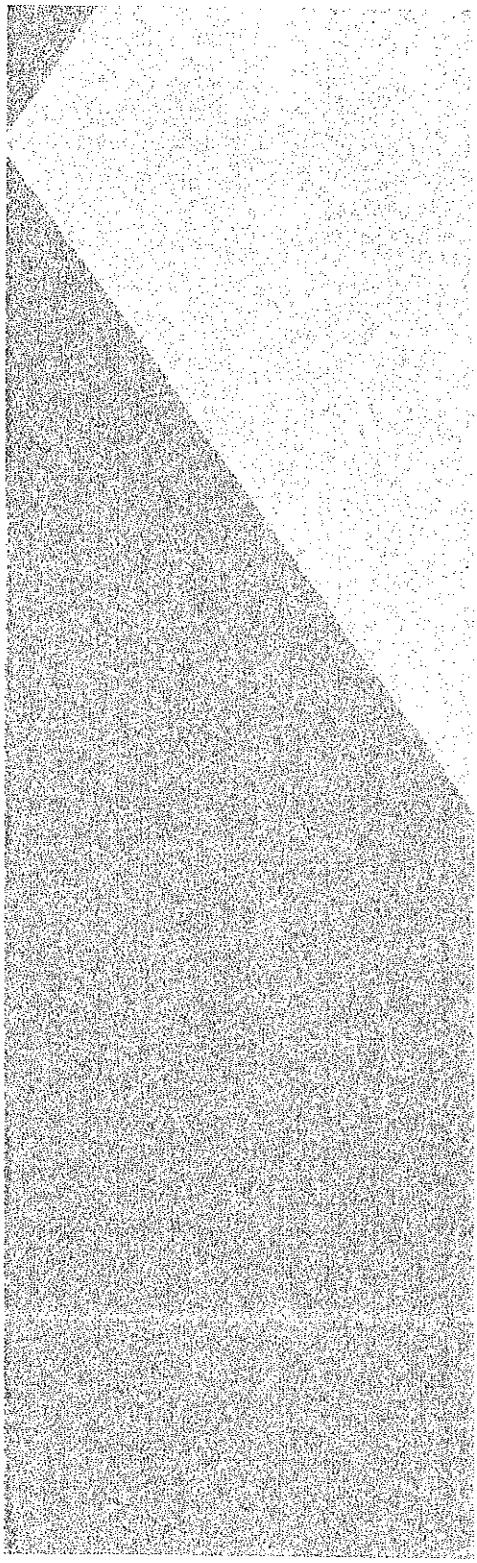


XIV. The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1003.21, F.S.

LAW(S) IMPLEMENTED: 382.002, 722(g), 743.067, 1000.21, 1001.43, 1003.01, 1003.21, 1003.22, F.S.
Mckinney-Vento Homeless Assistance Act, P.L.100-77
Every Student Succeeds Act of 2015. PL 114-95 20 USC 6311(g)(1)(F)

HISTORY: ADOPTED: 10/28/08
REVISION DATE(S): 7/2009, 5/25/2010, 7/23/13, 1/27/2015, 6/26/2018, 10/27/2020
FORMERLY: Homeless Education



USE OF SOCIAL MEDIA 6.43

The Board recognizes the importance of incorporating current technology tools, including new methods of electronic communication, into the classroom to enhance student learning. It further recognizes the importance of employees, students, and parents engaging, learning, collaborating, and sharing in digital environments as part of 21st Century learning. The Board strives to ensure that electronic communication tools incorporated into the school curriculum are used responsibly and safely. Federal law mandates that the District provide for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and regarding cyberbullying awareness and response. See School Board Policy (5.24) Technology Acceptable-Use Policy for Students.

The Superintendent is charged with designating the District-approved social media platforms/sites, which will be listed on the District's website.

The Board understands that employees may engage in the use of social media during their personal time. The District neither encourages nor discourages employees' use of social media for personal purposes. School employees who use social media for personal purposes must be mindful that they are responsible for their public conduct even when not acting in their capacities as school district employees. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication. All school employees must comply with Board Policy when communicating with individual students through electronic means, such as through voice, email, or text-messaging.

The Board is committed to ensuring that all stakeholders who utilize social media technology for professional purposes, including staff and students, do so in a safe and responsible manner.

I. Definitions

A. Social Media. Social media is any form of online publication or presence that allows interactive communication, including, but not limited to, social networks, blogs, Internet websites, Internet forums, and wikis. Examples of social media include, but are not limited to, Snapchat, Instagram, Facebook, Twitter, Instagram, YouTube, Google+, and Flickr.

B. Professional Social Media. Professional social media is a work-related or professional social media activity where the employee identifies their profession, work responsibilities, and could include the use of district

names/logos/brand. This includes platforms such as LinkedIn. As this form of social media is maintained personally, it follows the same rules as Personal Social Media.

C. Personal Social Media. Personal social media use is a non-work-related social media activity. Personal social media activity is as a private citizen and cannot reference employment with the District in any manner.

D. District Social Media Platform. District Social Media is any social media page, feed, or entry formally maintained by the District, school, department, or class for official purposes. It includes sites and/or services such as Facebook; Twitter; Snapchat; Instagram; YouTube; and similar applications.

II. District Social Media Use

The District uses approved social media platforms/sites as interactive forms of communication and accepts public comments. The District-approved social media platforms/sites are considered limited public forums. As such, the District will monitor posted comments to verify they are on-topic, consistent with the posted rules for use of the forum, and in compliance with the platform/site's applicable terms of service. The District's review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law. Employees' personal posts on the public platforms/sites are limited/restricted to matters of general public interest that are not related to the employee's specific employment and wholly unrelated to the employee's job responsibilities (i.e., matters where it is clear the individual is posting not in an official capacity, but simply as a member of the public).

A. Communication on a district social media space should be handled in the same manner as communication in a classroom and/or workplace. The same standards expected in FCPS professional settings are expected on professional social media sites.

B. All such communication must be consistent with the educational objectives of the District and cannot be used for personal or non-District purposes.

C. Employees shall exercise caution, sound judgment, and common sense when using professional social media sites.

D. No personally identifiable student information may be posted by employees on social media sites (including but not limited to district,

professional, and personal social media accounts) without permission from the parent/guardian.

E. The Board reserves the right to direct the removal of postings and/or disable a page, of professional social media sites that do not adhere to the law or do not reasonably align with the goals of the District without prior notice to the poster.

F. The District's social media sites may not be used for commercial, religious, political, or for-profit activities and/or communication. The District's social media entries and communications are prohibited from including links to third-party sites with a commercial, political, and/or religious purpose. Links to sites selling products; advertising goods and/or services; and/or containing language, images and/or materials that are in violation of District policy are strictly prohibited.

G. A post, or comment, that contains vulgar, profane, or racists words; is discriminatory, harassing, threatening; is a violation of privacy; or is a violation of this Policy will be deleted in its entirety without notice to the poster/commenter.

H. Each District-approved social media account/site must contain a statement that specifies its purpose(s) and limits those who access the social media account/site to use of the account/site only for that/those purpose(s), and in accordance with any specified procedures and applicable terms of service. Users are personally responsible for the content of their posts.

III. Social Media for Instructional and School-Sponsored Activities

Staff (including District-approved volunteers) may, with prior approval/authorization from the Principal, use social media platforms/sites for classroom instruction or school-sponsored activities. When a staff member uses a District-approved social media platform/site for an educational purpose, it will be considered an educational activity and will not be considered a limited public forum. Students' use of District-approved social media platforms/sites must be consistent with the Student Code of Conduct, Electronic Systems Responsible Use Policy, the instructor's directions/procedures, and the platform/site's applicable terms of service. Students are prohibited from posting or releasing personally identifiable information about students, employees, and volunteers through District-approved social media, without appropriate consent.

In order to maintain a professional and appropriate relationship with students, employees shall not communicate with students who are currently enrolled in schools on personal social media sites. School employees' communication with current students via personal social media is subject to the following exceptions:

A. communication with relatives or friends and

B. if an emergency situation requires such communication, in which case the employee should notify his/her supervisor of the contact as soon as possible. Employees shall not knowingly allow students access to their personal social media sites that discuss or portray sex, nudity, alcohol, or drug use or other behaviors associated with the employees' private lives that would be inappropriate to discuss with a student at school.

IV. Expected Standards of Conduct on District-Approved Social Media

A. Employees and District-approved volunteers who access District-approved social media platforms are expected to conduct themselves in a respectful, courteous, and professional manner. Students, parents, and members of the general public who access District-approved social media platforms are similarly expected to conduct themselves in a respectful, courteous, and civil manner.

B. District-approved social media sites shall not contain content that is obscene; is vulgar and lewd such that it undermines the school's basic educational mission; is libelous or defamatory; constitutes hate speech; promotes illegal drug use; is aimed at inciting an individual to engage in unlawful acts or to cause a substantial disruption or material interference with District operations; or interferes with the rights of others. The District may exercise editorial control over the style and content of student speech on District-approved social media, if reasonably related to legitimate pedagogical concerns. Staff or students who post prohibited content shall be subject to appropriate disciplinary action.

C. The District is committed to protecting the privacy rights of students, parents/guardians, staff, volunteers, Board members, and other individuals on District-approved social media sites. District employees and volunteers are prohibited from posting or releasing confidential information about students, employees, volunteers, or District operations through social media, without appropriate consent (i.e., express written consent from the parent of a student, the affected employee or volunteer, or the Superintendent concerning District operations).

D. Employees shall not use the district's logo or other copyrighted material of the system on a personal social media site without express, written consent from the District.

V. Retention of Public/Student Records

District communications that occur through the use of District-approved social media platforms/sites – including staff members'/volunteers' use of social media with school-sponsored activities, and comments, replies, and messages received from the general public – may constitute public records or student records, and all such communications will be maintained (i.e., electronically archived) in accordance with the Board's adopted record retention schedule and all applicable State statutes.

Staff members and District-approved volunteers cannot rely on social networking platforms (e.g., Facebook, Twitter, etc.) to sufficiently fulfill potential records retention requirements because these platforms, in general, do not guarantee retention and are unlikely to assist in the production of third-party comments and communications that have been edited, deleted, or are otherwise no longer available. Consequently, District employees and volunteers who use such social media accounts for professional communications must operate them in accordance with the general archiving practices and technology instituted by the District so records remain within the District's control and are appropriately retained.

VI. Any postings, on district, professional or personal social media sites, of the following nature are prohibited:

A. Create a harassing, demeaning, or hostile working environment for any employee.

B. Disrupts the smooth and orderly flow of work, or the delivery of services to the staff or students.

C. Harm the goodwill and reputation of staff, students or the community at large.

D. Erode the public's confidence in the district.

E. Involve any kind of criminal activity or harms the rights of others, may result in criminal prosecution or civil liability to those harmed, or both.

VII. Consequences

The District may monitor online activities of employees who access the Internet using school technological resources. Additionally, the Superintendent or designee may periodically conduct public Internet searches to determine if an employee has engaged in conduct that violates this policy. Any employee who has been found by the Superintendent to have violated this policy may be subject to disciplinary action, up to and including dismissal.

VIII. Social Media Use Agreement

The Superintendent will ensure that staff receives a copy of this policy annually and that Use of Social Media is included in the Electronic Systems Responsible Use Agreement.

STATUTORY AUTHORITY: **Chapter 119, 1001.41, 1001.42, 1001.43 F.S.**

LAW(S) IMPLEMENTED:

1002.221, F.S.
6A-10.08 F.A.C.
20 U.S.C. 1232g 34 C.F.R. Part 99
Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096
(Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____

ELECTRONIC SYSTEMS RESPONSIBLE USE 8.33*+

Suwannee County School District provides a variety of electronic communication systems for educational purposes. The electronic communications system is defined as the District's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, internet access, email, and other technology designated for use by students and employees, including all new technologies as they become available. Including any access to the Suwannee County School District electronics system while on or near school property, in school vehicles and at school sponsored activities, and consists of the appropriate use of district technology resources via off-campus remote access.

I. Telephone Service

A. In order to promote efficiency and economy, the Superintendent or designee shall develop a uniform system for implementing effective telephone service systems. School personnel shall be informed of this system.

B. Employees are generally not permitted to use the District System to conduct personal business or for other personal purposes. However, limited personal use of the system is permitted, but only to the extent it does not conflict with the user's employment duties and responsibilities. Employees may use the telephone system to make calls on their breaks. Such calls should be brief and infrequent so as not to interfere with the official use of the system.

II. Internet Use

A. The District is required to comply with state and federal data privacy laws. Employees are required to safeguard employee and student data they have access to in the course of performing their duties. They are

required to safeguard their network/system credentials to protect student and employee data from hacks and unauthorized access. The District will provide employees with training in sound email and Internet security practices.

B. As required by the Children Internet Protection Act (CIPA), the School District educates staff and students regarding appropriate online behavior to ensure internet safety, including use of email and internet resources. An internet filter is maintained by the school district for school use on the device. Filtering not only restricts access to unacceptable sites, but also restricts access to inappropriate content such as those that are illegal, harmful, or contain potentially offensive information. Suwannee County Public Schools cannot guarantee that access to all inappropriate sites will be blocked. Log files are maintained on each device with a detailed history of all sites accessed. It is the responsibility of the user to appropriately use the device, network, and the internet.

C. Each student, parent as defined by Florida Statutes, and employee of the District will be required to sign an agreement for network responsibility wherein they are acknowledging their obligation to comply with the terms and conditions outlined in this policy.

D. Appropriate Use

1. Students may only open, view, modify, and delete their computer files.
2. Internet use at school must be directly related to school assignments and projects.
3. Students will be assigned individual network accounts and email accounts and must use only those accounts and passwords that

they have been granted permission by the district to use. All account activity should be for educational purposes only.

4. Students must immediately report threatening messages or discomforting Internet files/sites to a teacher.
5. Students must at all times use the district's electronic communications system, including email when necessary, wireless network access to communicate only in ways that are kind and respectful.
6. Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them the freedom to do otherwise.

E. Inappropriate Use

1. Wireless hotspots not provided by the School District are prohibited on the School District network.
2. Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
3. Using a Virtual Private Network (VPN) program to bypass the School District filtering and or monitoring systems.
4. Disabling or attempting to disable any system monitoring or filtering or security measures
5. Sharing user names and passwords with others; and or borrowing someone else's username, password, or account access.
6. Purposefully opening, viewing, using or deleting files belonging to another system user without permission.
7. Electronically posting personal information about one's self or others (i.e., addresses, phone numbers, and pictures).
8. Downloading or plagiarizing copyrighted information without permission from the copyright holder.
9. Intentionally introducing a virus or other malicious programs onto the district's system.

10. Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
11. Gaining unauthorized access to restricted information or network resources.
12. Using a computer or the network for illegal purposes.
13. Violating student or staff's rights to privacy.
14. Using profanity, obscenity, or other language which may be offensive to another user.
15. Sending or receiving pornographic text and/or graphics.
16. Sexting shall be prohibited. All acts of alleged sexting shall be reported to the appropriate legal authority.
17. Sending or receiving copyrighted materials, including computer software, without permission, or material protected by trade secrets.
18. Using for commercial activities, product advertisement, or political lobbying.

F. Special Note: Cyberbullying. Cyberbullying is defined as the use of any Internet-connected (electronic) device for the purpose of bullying, harassing, threatening, embarrassing or intimidating another student or school staff. Including, but not be limited to:

1. Sending abusive or offensive text messages to cell phones, computers, or Internet-connected game consoles.
2. Posting abusive or offensive comments on someone's blog or social networking site (e.g., Facebook, Instagram, Snap Chat, etc.).
3. Creating a social networking site or web page that masquerades as the victim's personal site and using it to embarrass him or her.
4. Making it appear that the victim is posting malicious comments about friends to isolate him or her from friends.
5. Displaying the victim's personally identifiable information on a site to put them at risk of contact by predators.

6. Sending abusive comments while playing interactive games.
7. Recording and distributing media with the intent to manipulate or embarrass others.

G. Internet Warning. At school, students' access to and use of the network will be under teacher direction and monitored as any other classroom activity. The District is not able to prevent the possibility of user access to material that is not consistent with the education mission, goals, and policies of the School Board when access is obtained outside of the school.

H. User Guidelines.

1. Internet access is coordinated through a complex association of government agencies and regional and state networks. It is the District's intent that the Internet and our communications network be used in a responsible, efficient, ethical, and legal manner. The operation of the Internet relies heavily on the proper conduct of the users who must adhere to strict guidelines. If a district user violates any of these provisions, their account will be restricted. Serious violations may result in school disciplinary action or legal action. The signature(s) on the acceptable use agreement indicate that the user(s) have read the terms and conditions carefully and understand their significance.
2. Acceptable Use. The use of your account must be in support of education and research that is consistent with the educational goals and policies of the District. Users are encouraged to develop uses which meet their individual needs and that take advantage of the network's function; electronic mail, conferences, bulletin boards, data bases, and access to the Internet. Use of any other network or computing resources must be consistent with the rules appropriate to that network.
3. Privileges. The use of Internet is a privilege. Inappropriate use will result in the restriction of that privilege. Each individual who

accepts an account will receive information pertaining to the proper use of the network. School and district administrators will decide what is "inappropriate use". Their decision is final. An account may be closed by the district at any time deemed necessary or by recommendation of the administration, faculty, or staff. The person in whose name an account is issued is responsible at all times for its proper use.

4. "Netiquette". You are expected to abide by the generally accepted rules of network etiquette. Be polite. Do not use vulgar or obscene language. Do not reveal your address or phone number, or those of others. Please remember that electronic mail is not guaranteed to be private. Do not disrupt the network, the data, or other users.

I. Warranties: The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damage you suffer including loss of data. The District will not be responsible for the accuracy or quality of information obtained through this Internet connection.

J. Security. Security is a high priority. If you identify a security problem, you must notify a system administrator immediately. Do not show or identify the problem to others. Do not use another individual's account. Attempts to log on as another user will result in cancellation of your privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access.

K. Vandalism. Vandalism will result in cancellation of your privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet or other networks. This includes the creation of or the unloading of computer viruses on to the Internet or host site.

Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable state and federal law.

L. E-mail Etiquette. Helpful to your e-mail success are:

1. Preparing text files for uploading before logging on;
2. Making "subject" heading as descriptive as possible.
3. Beginning messages with a salutation; restating the question or issue being addressed in a response;
4. Choosing words carefully to avoid misunderstandings; text does not permit the verbal or expression clues which are usually necessary when statements are intended to be funny or sarcastic;
5. Ending messages with your name and your e-mail address to assist getting feedback or clarifications;
6. Logging off before editing and printing downloaded files; and
7. Deleting e-mail files as soon as possible as appropriate under public records law.

M. Teachers are responsible for teaching proper techniques and standards for participation, guiding student access to appropriate sections of the network, and or assuring students understand that if they misuse the network they will lose their access privileges. Conference moderators are responsible for monitoring the context and tone of posted messages and or taking steps to delete offensive materials and to communicate with authors.

N. Contracts. Parents and students are required to enter into an "Electronics Systems Responsible Use Agreement". Employees are required to enter into an Employee Electronics Systems Responsible Use Agreement". These forms shall be approved by the School Board.

O. Exception of Terms and Conditions. All terms and conditions stated in this document are applicable to all users of the network. These terms and conditions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the United States of America, the state of Florida, and the School Board.

III. Employee - Electronic Systems Responsible Use Agreement

School Board Policy 8.33

Please print all information

User's full name:_____

Home Phone:_____ Work Phone:_____

Employee Location:_____

Job Title:_____

EMPLOYEE AGREEMENT

I have read and understand the Terms and Conditions of the Electronic Systems Responsible Use policy (School Board Policy 8.33) and the Use of Social Media policy (School Board Policy 6.43). I agree to comply with these policies and understand that violations may result in losing my access privileges. In addition, violations may result in disciplinary action including termination of employment and/or appropriate legal or criminal action being initiated against me.

Employee Signature:_____ Date_____

Supervisor's Signature:_____ Date_____

IV. Student/Parent Contract

Student/Parent Network Responsibility Contract
School Board Policy ___
Please print all information

User's full name:_____

School:_____ Grade_____

STUDENT AGREEMENT

I understand and will abide by the Terms and Conditions of the Electronic Systems Responsible Use Policy. Violations may result in the restriction or suspension of my access privileges. In addition, violations may result in school disciplinary action and/or appropriate legal or criminal action being initiated against me.

Student Signature:_____ Date_____

PARENT
(Also required if student is under the age of 18)

As the parent or guardian of this student, I have read the terms and conditions of the Electronic Systems Responsible Use Policy. I understand that this access is designed solely for educational purposes and the School District has taken reasonable precautions to supervise and filter Internet usage. I also recognize it is impossible for the District to restrict access to all controversial materials and I will not hold the district responsible for information acquired or contracts made on the network. Further, I accept full responsibility for supervision of Internet usage by my child outside of the school setting. I hereby give permission to establish network privileges for my child and certify that the information contained on this form is true and correct to the best of my knowledge and belief.

Parent Signature_____ Date_____

Parent Name (Please print) _____

Parent Work Phone: _____

V. Consequences for Inappropriate Use

A. Appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws including monetary damages shall govern student discipline for student violation of this policy.

B. Suspension of access to the district's electronic communications system.

C. Revocation of the district's electronic communications system account(s); and or

D. Termination of System User Account: The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user

E. Possible criminal charges

F. Employee violation of this policy may result in disciplinary actions including termination of employment.

STATUTORY AUTHORITY: **1001.42, F.S.**

LAW(S) IMPLEMENTED: **1000.21, 1001.43, F.S.**

HISTORY: **ADOPTED:**

REVISION DATE(S):

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Herndon Consulting Services LLC** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Medical Office Manager to provide management services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified individuals with expertise and experience in providing medical office management services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide medical office management services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a bi-weekly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii)all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on March 1, 2022, and ending February 28, 2023, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a bi-weekly basis. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within ten (10) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing

services hereunder, Contractor and staff may have access to certain confidential information, including confidential Patient information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential patient information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations
- .Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – **Any** vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

   (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its patients;

   (iii)breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs l(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with

respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: Ted L. Roush, Superintendent
The School Board of Suwannee County Florida
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
P. O. Box 10507
Tallahassee, FL 32302-2507

Contractor: Misty D. Herndon
Herndon Consulting Services LLC
1408 NW 16th Lane
Jennings, Florida 32053

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF PATIENT RECORDS

By signature, Contractor assures that the released patient data will be handled with confidentiality as required by Federal and State law.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

24. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment

eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

CONTRACTOR

_____ _____
Witness Signature Herndon Consulting Services LLC
Misty D. Herndon
Authorized Representative

_____ Misty D. Herndon
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

Office Manager will be responsible for:

*Running the day to day operations of the clinic

*Assist in hiring / training of new employees

*Manage office personnel / evaluation of staff performance and ongoing competencies and make recommendations for annual contractual adjustments for board approval

* Assist practitioner whenever necessary

* Ensure quality patient care

*Assist in maintaining patient medical records

*Set up CLIA licensure

*Set up / maintain accounts to order supplies from

*Ensure Office is HIPAA Compliant

*Schedule annual HIPAA Training

*Ensure office supplies stays stocked / reorder when needed

*Ensure medication stays stocked / reorder when needed

*Assist in the negotiations of contracts for discounted lab / imaging contracts

*Coordinate Lab Pickups

*Send / Receive Medical Records for patient care

*Open / Sort Office Mail

*Recruit / Coordinate drug reps to bring medication samples

*Assist in recruiting Clinician

*Coordinate initial office setup of clinic

*Initial Setup of lab station

*Set up of medication storage / dispensing

*Coordinate referral services for patients if needed

*Schedule Imaging for patients if needed

*Liaison between Clinic and SCSB

*Open / Close office daily

*Answer Phone, take messages, and direct calls as needed

*Coordinate EMR training with clinic staff

*Submit billing information to billing company if / when needed

*Check patients in and out

*Collect any monies due from patients

*Assist in back office when needed

*Develop / Create office policy and procedures subject to the Superintendent's review and Board approval

*Develop / Create employee handbook subject to the Superintendent's review and Board approval

*Oversee financial operations of clinic

*Collaborate and work with liaisons and Providers

*Oversee Medical Records

*Provide patients with necessary / requested information

*Maintaining daily cash logs if applicable

*Make deposits / Reconcile accounts daily

*Create New Patient Paperwork

*Schedule and verify patient appointments

*Follow up with patients who missed their appointments

*Run reports as needed

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 is on file.

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

American Rescue Plan (ARP)

EXHIBIT B

FEE SCHEDULE

The SCSB shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder. The SCSB shall be responsible for all furniture, fixtures, equipment, supplies, EMR and or anything else necessary to operate the wellness center. Contractor will be paid a rate of $40/hr. Schedule will start on a 3 day work week consisting of Monday, Wednesday, and Thursday.

EXHIBIT C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

TOSA® EDUCATION APPROVED TESTING CENTER AGREEMENT

BETWEEN THE UNDERSIGNED:

1. ISOGRAD Inc. with registered office at 800 C Street, Vancouver, WA, 98660, represented by its CEO, Mathieu Lillo;

Hereinafter the "**Supplier**" or "**ISOGRAD**";

AND

2. SUWANNEE COUNTY SCHOOL BOARD through RIVEROAK TECHNICAL COLLEGE with registered office at **1740 Ohio Avenue, South, Live Oak, FL 32064**

represented by **Mary Keen** acting in his/her capacity as **Director of Career, Technical, and Adult Education.**

Hereinafter referred to as the "**Partner**".

The Supplier and the Partner are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

1. ISOGRAD is a company specialized in the assessment and certification of digital skills (desktop application software, digital literacy, programming languages, etc.). ISOGRAD has developed a software named Tosa (hereinafter the "**Software**") designed to assess knowledge and skills (the "**Tests**") in the area of IT. The characteristics of the Tests are described in Exhibit 1 hereto.

2. The Partner is an education institution.

3. The Partner wishes to become a Tosa Education Approved Testing Center ("Testing Center" or "Approved Testing Center") in order to be able to propose the Tosa Assessments and the Tosa Certification Exams developed by ISOGRAD to its students/employees.

4. In this context, the Supplier and the Partner have entered into discussions in order to memorialize:

   - the terms under which the Partner shall become a Tosa Approved Testing Center for holding the Tests supplied by ISOGRAD;
   - the terms of utilization of the Software and the Tests by the Partner (the "**Agreement**").

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NOW THEREFORE, THE FOLLOWING IS AGREED:

Article 1 – Purpose

This Agreement sets forth the rules governing the approval of the Partner as a Tosa Approved Testing Center. This Agreement sets forth the conditions required in order to administer the Tosa Certification Exams.

The Tests shall be delivered and made available to the Partner in accordance with the terms set forth in Exhibit 1. The Tests shall be undergone online by the users, from the platform available at the following address: https://www.tosa.org/EN/Index accessible on a secure website certified by GeoTrust Extended Validation SSL CA (the "Platform").

Acceptance of this Agreement entails acceptance of the Supplier's standard terms as defined in Exhibit 3 (the "Standard Terms"). Any terms used herein and not defined herein shall have the meaning specified in the Standard Terms.

Article 2 – Conditions for approval

As part of the Tosa Certification, the Partner agrees to comply with the test administration terms, as defined in Exhibit 2. Under this Agreement, Tosa Certification Exams shall be exclusively intended for internal use, for the benefit of the Partner's students or employees.

The Partner acknowledges that the intellectual property rights in and to the Trademarks, the Website, the Platform and the Software are the Supplier's exclusive property and that the Partner does not have any other right in the same, save for the right to use the same for the purposes of and in connection with the performance of this Agreement.

The Partner agrees to be in possession of suitable premises allowing for access by the public in accordance with applicable legislation and in particular, but not limited to, in strict conformance with the legislation applicable to institutions receiving the public.

Article 3 - Initial training of the Test administrators and proctors

The Supplier will provide a mandatory training session for the administrators and test proctors appointed by the Partner, prior to activate the Partner's account in the Software. The content of the initial training session is defined in Exhibit 4.

Article 4 – Effective Date – Term

The Agreement authorizes the Partner to administer Tosa Certification Exams, subject to compliance with the terms defined in Exhibit 2. The Agreement shall come into effect from the date of its execution by the Parties, it being understood that the approval shall not be effective until the access to the Platform has been activated by the Supplier, with such activation to be completed within a reasonable period following the end of the initial training undergone by the administrators appointed by the Partner in accordance with Article 3.

This Approval Agreement is made for a term of one (1) year and may be renewed tacitly for the same term, unless terminated by either Party, by registered mail with a notice period of thirty (30) calendar days from the date of receipt of the said notice by the other Party.

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The terminating Party shall, so as to properly inform the other Party, mention the reasons why it intends to terminate the Agreement.

It is expressly agreed that the termination of the Agreement in accordance with the terms of this Article shall not give rise to the payment of any indemnity whatsoever in favor of either Party.

Regardless of the reason for the termination of the Agreement, including its non-renewal under the terms set forth in this Article or its termination in accordance with the terms below, access to the Platform shall be automatically interrupted, and any Packs and Credits unused as of the effective expiration date shall be cancelled by the Supplier, and the Partner shall not be entitled to seek any reimbursement or indemnity whatsoever.

Article 5 – Termination

This Agreement may be terminated as a matter of law, immediately and without any formality by either Party if the other Party breaches any of its obligations under the Agreement, if the said breach is not cured within thirty (30) days from receipt by the breaching Party of a registered mail return receipt requested referring to such breach, without prejudice to any damages that may be claimed by the terminating Party. The Supplier may terminate this Agreement as a matter of law, immediately and without any formality in case of development by the Partner or on the Partner's behalf of a proprietary product similar to the Software forming the subject matter hereof, by way of a mere notice and without any formal demand.

Article 6 – Obligations and liability of the Parties

6.1 Obligations and liability of the Partner

The Partner is only authorized to complete the operations conforming with (i) this Agreement, (ii) the furnished documentation, (iii) any other restriction indicated in any other document accompanying the Platform or sent in writing to the Partner, and (iv) any applicable laws and regulations. Regardless of prevailing circumstances, the Partner shall not be authorized, and shall not authorize any third party, to (i) use the Platform in breach of the rights and obligations under this Agreement, (ii) *inter alia* correct, translate, modify, or prepare any derivative work from the Platform or the documentation, or (iii) remove from the Platform or the documentation any identification of the copyrights, the Trademarks or any other indication of reserved rights.

6.2 Obligations and liability of the Supplier

The Supplier agrees to make its best efforts to protect the access, perusal and use of the Platform. However, the Supplier does not warrant that the Platform can be used without any error or interruption. In addition, taking into account the nature of the Internet, the Partner acknowledges and agrees that the Supplier may not be held liable for any interruptions, failures or altered access to its services that may result from the Internet itself, the connection methods used or any other external cause. The Supplier's obligation to ensure the Platform's safety and the confidentiality of the stored information is, in any event, a best efforts obligation, and the Supplier is not in a position to warrant absolute security.

Except for the provisions expressly stipulated above, the Platform and the documentation are supplied on an "as is" basis and "without any warranty", and the Supplier hereby expressly excludes any implied warranty of merchantability or adaptation to a specific purpose, and any other warranty, whether express or implied by statute, any other legal rule or trade practice, and in particular as regards conformance with any standard or documentation whatsoever or as regards the maintenance, quiet enjoyment or non-infringement of third-party rights.

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Article 7 – General provisions

7.1 Amendment

The contents of the Agreement may be amended or supplemented by means of a written addendum signed by both Parties.

7.2 Severability

If any of the provisions of the Agreement is declared void in whole or in part, this shall not affect the validity of the remaining provisions, except as otherwise provided in the Agreement. In this case the Parties shall, if possible, replace the voided provision by a valid provision corresponding to the spirit and purpose of the Agreement.

7.3 Titles of articles

The titles of the articles in the Agreement are given solely for information purposes and shall not be deemed to have any contractual significance or special meaning by themselves.

7.4 Notifications

For the execution of the Agreement and its consequences, the Parties designate the domiciles stated in the header hereinabove. All of the Parties must be separately notified of any change to the domiciles at the head of the Agreement.

7.5 Entire Agreement - Amendments

The Exhibits to the Agreement are inseparable and form an integral part of the same, it being understood that the terms defined in this Agreement have the same meaning when used in the Exhibits and *vice versa*, unless otherwise stipulated.

The contents of the Agreement may be amended or supplemented by means of a written addendum signed by the Parties. Any waiver or failure to act by either Party shall not be construed as a waiver of said Party's respective rights under the Agreement.

If any of the provisions of the Agreement is declared void in whole or in part, this shall not affect the validity of the remaining provisions, except as otherwise provided in the Agreement. In this case the Parties shall, if possible, replace the voided provision by a valid provision corresponding to the spirit and purpose of the Agreement.

7.6 Governing law - Disputes

Florida state law governs the interpretation of the Agreement and applies to any claims or disputes related to or arising out of the Agreement, regardless of conflict of laws principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Suwannee County, Florida, for all disputes arising out of or relating to the Agreement.

7.7 Personal Agreement

It is agreed between the Parties that this Agreement is made after considering the person of the Partner, which may not transfer, assign, sublicense, sell or encumber its rights or dispose of the same in any other manner (in particular by way of a business lease agreement, contribution by way of a merger, universal conveyance of all assets and liabilities or any other transaction involving its share capital or stock-in-trade) or subcontract or transfer its

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obligations under this Agreement or dispose of the same in any other manner absent the Supplier's prior written consent.

Should the Supplier need, during the performance of the Agreement, to transfer all or part of the Agreement or all or part of the rights and obligations hereunder to any third party (hereinafter the "Assignee"), which shall be bound by and shall benefit from the terms and conditions of this Agreement, the Supplier shall ask the Partner to consider executing an amendment to this Agreement in order to entrust to the Assignee all or part of the services under this Agreement. The Supplier shall communicate the Assignee's identity to the Partner, which reserves the right to refuse to execute an amendment with the proposed third-party assignee in the event that it does not offer sufficient guarantees in order to ensure the proper performance of the Agreement. Should the Partner approve the proposed Assignee, then the Partner, the initial Supplier and the Assignee shall meet in order to execute a three-party amendment for the total or partial transfer of this Agreement. Such three-party amendment shall memorialize the total or partial transfer of the Agreement and the amendments made as a consequence to the initial agreement, i.e. *inter alia* the identification of the Assignee (corporate name), nature of the services henceforth entrusted to the two joint suppliers, in case of a partial assignment or to the sole Assignee in case of total assignment, impact of the breakdown of the services on the financial flows, the application of any penalties and the liabilities incurred, where applicable the bank particulars to which payments are henceforth to be made.

This Agreement may also, subject to the Partner's prior written consent, be transferred to a third-party entity in case of restructuring (transfer, merger, acquisition) affecting the Supplier.

Article 8 – Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see Exhibit 5 which is incorporated by reference herein.

Article 9 – E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

Article 10 – Exhibits

Exhibit 1: Test Specifications
Exhibit 2: Technical requirements and exam proctoring conditions
Exhibit 3: Standard terms
Exhibit 4: Contents of the initial training of the administrators and proctors
Exhibit 5: Public Records

Signed in ....., on ...../...../.....
In two (2) original copies

Signature and stamp
ISOGRAD Inc.
Mr. Mathieu Lillo
CEO

Organization Suwannee County School Board
Signer's Name: Ted L. Roush
Signer's Title: Superintendent of Schools

Signer's Name: Jerry Taylor
Signer's Title: Board Chairman

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Exhibit 1: Test specifications

i. Software / subject

The available Tests are:

- Microsoft Excel
- Microsoft Word
- Microsoft PowerPoint
- Microsoft Outlook
- Microsoft Access
- VBA for Microsoft Excel
- Google Sheets
- Google Docs
- Google Slides
- Adobe Photoshop
- Adobe InDesign
- Adobe Illustrator
- Autodesk AutoCAD
- DigComp (digital literacy)
- CyberCitizen (cybersecurity for end-users)
- WordPress
- Python

ii. Characteristics of the Tests

- Tosa Assessments:
  - 1 test per software / version
  - Limited to 30 or 40 minutes
  - Between 20 and 25 questions
  - Result: a positioning on a 5-level scale and a detailed skills report

- Tosa Certification Exams:
  - 1 test per software / version
  - Limited to 60 minutes
  - Between 25 and 35 questions
    Result: a score out of 1,000 and a diploma valid for 3 years

The Supplier may modify the Tests at any time, notifying the Partner of any such modification by email.

Exhibit 2: Technical requirements and exam proctoring conditions

A. Technical prerequisites for undergoing the Tosa Tests

Prior to organizing a Tosa Assessment or Certification Exam, it is necessary to ensure that the workstations that shall be used for the tests are in conformance with the prerequisites defined in the *Technical Manual* delivered upon the execution of the Agreement.

Such prerequisites concern:
- the Internet connection and the available bandwith
- the utilized operating system
- the utilized browser version
- the screen resolution

The Approved Testing Center must also ensure that:
- it is in possession of sufficient bandwidth according to the forecasted number of candidates using a simultaneous connection.
- the network safety parameters allow for access to the Software under good conditions.

B. Conditions for taking the Tosa Assessment

The Tosa Assessment may be taken by the candidate on the premises of the Approved Testing Center or from any other location with Internet access, with or without monitoring.

C. Conditions for taking the Tosa Certification Exam

The Tosa Certification exam must be taken under the terms corresponding to an examination, in accordance with the protocol below.

i. Internet browser's full screen mode

The browser's full screen mode must imperatively he activated on the workstations during the taking of the Tosa Certification Exam. This obliges the candidate to remain on the test tab, thus preventing him/her from accessing the relevant software or other Internet resources during the examination.

The certification may start if and only if the full screen mode is activated on the candidate's browser.
The test shall be automatically interrupted in the following cases:
- Exit from the full screen mode,
- Opening of a new tab in the browser,
- Opening of an application other than the browser.

In case of interruption, the Isograd technical team is automatically informed. The time allotted for the completion of the test continues to lapse.
Isograd reserves the right to invalidate the result and the certificate(s) of the concerned candidate(s).

Detailed information concerning activation of the full screen mode is available in the *Proctor's Manual* and in the *Technical Manual* delivered upon execution of this Agreement.

ii. Terms applicable to the administration of the Tosa Certification Exam

The Tosa Certification Exam must comply with the following conditions:

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- The examination must take place in a suitable and isolated room.
- The examination must be monitored by an official of the Approved Testing Center.
- The candidate's identity must be checked before the beginning of the test.
- Cellphones, tablets, earphones and documents are prohibited (blank paper and pens are authorized).
- No pause or interruption may occur during the test.
- **The browser's full screen mode must be activated before the beginning of the test.**

Detailed information on the test administration conditions is available in the *Examiner's Manual* and in the *Technical Manual* delivered upon the execution of this Agreement.

Online Remote Proctoring and **Video Conference Proctoring** are also available to Tosa Approved Testing Centers.

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Exhibit 3: Standard Terms

1. DEFINITIONS

- "ISOGRAD" is a company specialized in the assessment and certification of IT competencies (desktop application software, programming languages, etc.). ISOGRAD has developed a series of software applications (hereinafter the "Software") serving to reflect in a rating the applicant's ability to use a software application (e.g. Excel, PowerPoint, Word, etc.) or the applicant's programming capabilities (e.g. PHP, Java, .Net, etc.).

- The "Platform" means the assessment platform accessible under the SaaS mode at: www.isograd.com or at the address towards which calls to the said page are redirected (the "Website") allowing for the use of the Software.

- "Credits" means the assessment or certification credits giving a right to access the Platform and a right to the ancillary services, as described below (including any "Multi-credits", each giving to a specifically identified individual a right to access several times the Platform for assessment or certification purposes).

- "Client" means any legal person ordering, as part of its business activity, Credits with a view to the completion of Tosa assessment and certification tests on the Platform by the candidates presented by the Client.

- "Standard Terms" means these Standard Terms, which may be amended at any time by ISOGRAD. The Client is responsible for perusing and formally accepting the Standard Terms prior to placing any order.

- The Standard Terms set out the terms under which Credits are to be ordered and all terms governing access to the Platform.

  The contractual documents binding on ISOGRAD and the Client are these Standard Terms, and, where applicable, the "Tosa Approved Center" agreement and the form for Tosa certification purposes (the "Approved Test Center Agreement"). By accepting these Standard Terms, the Client acknowledges that it is acting in pursuit of its business activity.

2. ORDERING CREDITS

- **How to order credits?**

  Assessment credits may be ordered from ISOGRAD on the Website or directly by telephone at 1-833-473-4723 Any order for certification credits is subject to the execution of an Approved Testing Center Agreement. Kindly contact us by email (sales@isograd.com) or by telephone at 1-833-473-4723 in order to be informed of the approval terms and conditions.

  Isograd may delegate the sale of Credits to a third-party company, provided that such third-party company strictly applies sections 2 and 3 of this document.

  Procedure for ordering credits:
  The Client must be identified in a unique manner on the Website by means of its user identification code (login) and password. The set comprised of the "login" and "password" is hereinafter referred to as the "Access Codes".

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The Client agrees to fill in, on the on-line interface (the "Account"), all information required to place an order for Credits.
Any new order for Credits shall be conditional on full payment by the Client of any amounts due in relation to its previous order.
By validating the on-line order, the Client represents that it properly controls and understands the English language, that it has reviewed these Standard Terms, and has fully accepted the same, without any reservation.
The Client agrees to be fully responsible for the use of its Access Codes and therefore for any orders placed by using the same.
The orders transmitted to ISOGRAD imply acceptance of the ISOGRAD offer and are irrevocably binding on the Client and ISOGRAD.

However, in case of distance subscription, the Client may, within seven (7) clear days from acceptance of the offer, withdraw by sending a registered mail return receipt requested to ISOGRAD, 800 C St, Vancouver, WA, 98660, unless the Client waives its withdrawal right within seven (7) days.

3. FINANCIAL TERMS

- **Prices**

ISOGRAD proposes a pricing scheme in the form of Credits, with two types of Credits:

- Tosa assessment credits. A credit corresponds to an assessment test related to a given subject matter in a given language. The Client or the candidate presented by the Client may freely use its credits in respect of all of the tests available on the Platform.

- Tosa certification credits. A credit corresponds to a certification exam related to a given subject matter and language. The Client or the candidate presented by the Client may freely use its credits in respect of all of the certification exams available on the Platform.

Unless specific prices are agreed on in the Approved Test Center Agreement, the prices of any assessment credits, certification credits and incidental services are stated in the pricing brochure available upon request. Should the Client order Credits directly from the Website, prices shall be communicated to the Client upon placement of the order.

- **Invoicing and payment**

Orders for credits are accepted against payment of an all-in price, depending on the number of assessment and/or certification credits requested by the Client. Such price does not include any all taxes and duties applicable upon the invoicing date are to be added thereto.
Each invoice, issued on the date of the order, must be settled cash by the Client upon receipt of the invoice and without any discount. Should the Client order Credits directly from the Website, payments shall be made by bank card or PayPal® upon acceptance of the order.
When ordering, the Client expressly authorizes ISOGRAD to issue to the Client an invoice in electronic form and on a durable medium.
Any amount remaining unpaid on the agreed date shall automatically bear interest at a rate equal to three (3) times the statutory interest rate applicable during the half-year concerned, from the maturity date until full payment, plus any collection costs, or an all-in amount of fifty dollars ($50) for each invoice concerned. The interest for late payment and such all-in indemnity shall be paid spontaneously by the Client.
In addition, ISOGRAD reserves the right to suspend, at any time, as a matter of law and without any prior notice, the Account of any Client in the event of any payment default not cured within fifteen (15) calendar days from any formal notice sent by email to the address communicated by the Client upon login.

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4. CLIENT'S OBLIGATIONS

- The Client agrees to update and communicate to ISOGRAD its login information.
- In any correspondence with ISOGRAD, the Client shall mention its client references (login and corporate name). ISOGRAD reserves the right not to handle incomplete requests.

5. INTELLECTUAL PROPEPRTY - SOFTWARE UTILISATION TERMS

- Tosa and ISOGRAD™ are registered Community trademarks (the "Trademarks"). The Trademarks and all intellectual property rights attached to the Website, the Platform and the Software shall remain ISOGRAD's exclusive property.
- By ordering Credits on the basis of these Standard Terms and for the term of use of the said credits, the Client may use the Website, the Platform and the Software only in response to its own requirements and in accordance with their intended use.
- No order implies the grant to the Client of any other rights in or to the Trademarks, the Website, the Platform or the Software. In particular, but without limitation, the Client is not allowed to:

  - copy, print, transfer, transmit or display all or part of the tests;
  - market, in any form whatsoever, the assessments or certifications, save in accordance with the terms specifically provided for herein;
  - sell, lease, sublicense or distribute the Software in any manner whatsoever;
  - modify the Software and/or merge all or part of the Software with other IT programs;
  - reproduce the tests with a view to their use, whether on its own behalf or on behalf of third parties;
  - create derivative works based on the tests, the Website, the Platform or the Software;
  - send electronic messages through the Platform or in relation to the tests (i) to individuals who have not expressly agreed to receive the said messages, or (ii) through bulk sending and/or to an abnormally large number of candidates, or (iii) where the subject matter of such messages is not related to the taking of a test.

- The Software and the tests are to be treated by the Client as confidential information. The Client agrees at any time to treat such information as confidential in favor of ISOGRAD, not to use the same unless for the purposes contemplated herein and not to print, circulate or communicate the same in any manner whatsoever to any third party, for a term of ten (10) years from the date of the latest order for Credits or the date of the Approved Test Center Agreement's expiration, howsoever caused, whichever is later.
- It is expressly agreed that the Client shall refrain from correcting by itself any anomaly whatsoever, and that ISOGRAD alone reserves the said right. Should any anomaly occur in relation to the use of the Software, the Client shall report the same forthwith to ISOGRAD.

6. QUALITY OF SERVICE

- ISOGRAD shall retain entire control as regards the use of any and all technical and human resources. ISOGRAD agrees that the Platform shall operate in accordance with the following characteristics: (i) access to the Platform shall be possible round the clock, seven days a week, subject to any interruptions necessary for the repair or technical maintenance of the equipment or Software; (ii) ISOGRAD shall

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set up the access controls necessary in order to ensure that any person accessing the Platform duly holds an access code; ISOGRAD shall make its best efforts with a view to securing the Platform; and (iii) ISOGRAD reserves the right to change its equipment or software environment.

- ISOGRAD warrants only that the Software and the tests shall be in conformance with the functional and technical features included in the specifications indicated on the Website.

- Tests may be modified at any time by ISOGRAD in order to improve their functioning. In case of material change affecting the functioning or characteristics of the tests, ISOGRAD shall take the necessary steps, free of charge, during the Platform's entire utilization period, at the Client's request, in order to seek to correct the anomalies reported by the Client. The Client shall submit to ISOGRAD a report documenting and clearly explaining the anomaly.

- ISOGRAD reserves the right to use the most appropriate means in order to correct any anomalies.

- ISOGRAD does not warrant that the Website, the Platform, the Software and the tests shall be free from any anomaly and that their functioning shall not be interrupted. ISOGRAD disclaims any liability in relation to any loss that might be suffered by the Client and/or its candidates because of any malfunction or service interruption on the Website, the Platform or the Software. In addition, should ISOGRAD be held liable, its indemnification obligation shall only cover direct, personal and indubitable losses, excluding in particular, but not limited to, any indirect loss, such as any financial or commercial loss, lost profits, business interruption or loss of data.

- Accordingly, it is recalled to the Client that it is responsible for preparing adequate backup plans and for taking any appropriate steps in order to mitigate the damaging consequences resulting in particular from any possible business interruption or loss of data on the Website, the Platform or the Software.

- ISOGRAD may temporarily interrupt the access to all or part of the service in order to carry out upgrading, repair or maintenance operations. In case of total interruption of the service, ISOGRAD agrees to restore the service within no more than two (2) business days.

7. EFFECTIVE DATE

- Commissioning lead time: From receipt of the payment corresponding to the order placed by the Client, ISOGRAD agrees to make the Client's Platform available within three (3) business days and to activate the rights of use of the same in accordance with the types of Credits ordered by the Client.

- Unless otherwise specified, Credits are valid for a period of twelve (12) months from the commissioning date. Credits unused at the end of the said period of twelve (12) months may be renewed for the same term if the Client places a new order for credits in an amount at least equal to 50% of the balance of unused credits.

8. SUSPENSION / TERMINATION

- ISOGRAD may suspend, within fifteen (15) calendar days from sending, by any means, an unsuccessful formal notice, all or part of the access to the Website, the Platform or the Software, without being required to pay any indemnity, if the Client breaches its statutory or contractual obligations (e.g. misrepresentation, use of a false identity, non-payment of any invoice).

- ISOGRAD reserves the right to immediately terminate the order(s) placed by the Client, by any means and without any indemnity, if the cause for such suspension has not disappeared within thirty (30)

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calendar days from the date of the aforementioned suspension. Such termination entails the loss of the Credits ordered by the Client without any reimbursement or indemnity of any nature whatsoever to the Client.

9. COMPLAINTS

- Complaints may be sent by post by the Client to ISOGRAD, Sales Department, 800 C Street, Vancouver, 98660 WA, USA. ISOGRAD agrees to respond to any complaint or request for reimbursement within thirty (30) business days from receipt of such complaint or request.

10. DATA PROTECTION

The personal data included in the data base are protected under French Law No. 2004-801 of August 6th, 2004 on the protection of individuals with regard to the processing of personal data as well as under the General Regulation on Data Protection (RGPD) n ° 2016-679 applicable as of May 25th, 2018. In this context:

The Customer is responsible for processing and retains full control of its candidate database in the context of its use of the platform.

ISOGRAD, as a subcontractor with the necessary skills and authorizations, undertakes to use the personal data of the applicant database only for the purposes necessary to perform the service provided by the platform, and this, on behalf of the Customer according to the sole processing purposes defined by the Customer.

ISOGRAD will consider as strictly confidential all nominative information in the database of candidates transmitted by the Customer. The computer supports, documents and personal data transmitted by the Customer to ISOGRAD remain the sole property of the Customer.

The Client expressly authorizes ISOGRAD to communicate with the administrators and candidates it creates on the platform by email or telephone for the following reasons: technical support, sending reports, sending diplomas, sending invitations to take a test, sending a reminder to take a test, sending credentials, sending administrators technical information about the platform, announcements of new tests and platform developments.

In the absence of prior authorization by the Client, ISOGRAD is prohibited during the term of the Agreement and after its termination, any dissemination or marketing to third parties of information from the Customer.

At the end of the contract, ISOGRAD archives and deletes or anonymizes all the data in the candidate database by destroying all existing copies in accordance with the legislation in force.

ISOGRAD is prohibited from processing, hosting or transferring data to a country outside the European Union or recognized as "unsuitable" by the European Commission, without first informing the Customer. The Client is informed that at any time ISOGRAD may call upon other technical subcontractors provided that they provide sufficient guarantees for the implementation of appropriate technical and organizational measures in such a way that the processing meets the requirements of the General Regulation on Data Protection 2016-679.

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ISOGRAD undertakes to take all necessary precautions to preserve the security of the personal data transmitted, and in particular to prevent them from being distorted, damaged or communicated to unauthorized persons. ISOGRAD will therefore be held liable for non-compliance with this clause.

If a security incident affecting the integrity or confidentiality of the Customer's personal data, processed by ISOGRAD or one of its subcontractors, is brought to the knowledge of the latter, the Customer must be informed, as soon as possible after the discovery of the incident, so that the necessary measures are then applied.

The Customer may, at its own expense, control and audit ISOGRAD and its subcontractors to ensure that the processing of personal data on its behalf is carried out in full compliance with the law and in compliance with these.

ISOGRAD reserves the right to cooperate, in accordance with the law, with the authorities carrying out checks on illegal activities carried out via ISOGRAD.

The Data Protection Officer (DPO) of ISOGRAD can be contacted for any questions concerning the protection of data by mail: dpo@isograd.com. The customer is informed that ISOGRAD authorized personnel to process personal data is subject to a specific confidentiality obligation and is continuously aware of the protection of personal data.

11. BRAND USAGE

ISOGRAD shall have the right to use the Client's brand for execution, implementation, marketing, branding, advertising, publicity and promotion of the business in any form, in particular on its website http://www.isograd.com and social medias. ISOGRAD will use the Client's brand in accordance with the Client's brand guidelines.

All notices required or permitted hereunder shall be in writing and shall be sent by email to sales@isograd.com. Notice shall be deemed to have been served when received.

12. GOVERNING LAW - DISPUTES

Florida state law governs the interpretation of these Standard Terms and applies to any claims or disputes related to or arising out of the Agreement, regardless of conflict of laws principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Suwannee County, Florida, for all disputes arising out of or relating to the Standard Terms.

Exhibit 4: Content of the initial training

Contents of the initial training of the Approved Centers' administrators

The initial training of the Approved Centers' administrators must comply with the following training plan:

1/ General presentation of the TOSA offer

- Characteristics of the tests
- Differences between assessment and certification
- Available test subjects

1/ Administration of the testing platform

- Connection to the platform
- Creation and management of the administrators
- Creation and management of groups of candidates
- Creation and management of emails
- Creation and management of sessions
- Creation of profiles according to the candidates' jobs
- Tuning of the accounts' parameters and test-taking
- Creation of the candidates and registration for the tests
- Importation of the candidates from an Excel file
- Actions on a group of candidates
- Publishing of the reports and viewing of the results
- Exportation of the results to an Excel file
- Access to the assistance and technical support documents

2/ Preparation and monitoring of a TOSA® certification session

- Technical prerequisites related to the testing workstations
- Presentation of the examination protocol
- Setting up of the testing workstations and preliminary tests
- Simulation of undergoing a certification (from a candidate's viewpoint)
- Resolution of problems during a certification session

Exhibit 5: Public Records

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SUWANNEE COUNTY SCHOOL BOARD

PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **Positive Behavior Supports Corp.** ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

(i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.

(ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

(iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.

(v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.

(vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.

C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.

C. Contractor shall perform the services required hereunder in accordance with:
(i) all applicable federal, state, and local laws, rules, and regulations;

(ii) all applicable policies of: SCSB;

(iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

4. TERM

This Agreement shall commence on the date of execution by both parties, and end on June 30, 2022, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph l(C) of this Agreement.

6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it

nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement.

Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.

B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
   (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or

   (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;

   (iii)breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SUWANNEE COUNTY SCHOOL BOARD'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida
c/o Ted L. Roush, Superintendent
1740 Ohio Avenue, South
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell
Attorney for Suwannee County School Board
101 North Monroe Street, Suite 120
Tallahassee, FL 32301

Contractor: Mike Nolan, President
Positive Behavior Supports Corp.
7108 S. Kanner Hwy.
Stuart, FL 34997

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

22. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT C which is incorporated by reference herein.

23. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2020-2021 academic year.

24. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this _____ day of _____, 20__.

SUWANNEE COUNTY SCHOOL BOARD

_____ _____
Jerry Taylor, Chairperson Date

_____ _____
Ted L. Roush, Superintendent of Schools Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

CONTRACTOR

_____ _____
Witness Signature Mike Nolan, President
Positive Behavior Supports Corp.

_____ _____
Type or Print Name of Witness Type or Print Name of Contractor

Date _____ Date _____

EXHIBIT A

SERVICES PROVIDED:

The Agency shall:

A. Provide behavior analytic services as requested

B. Present a monthly summary of service rendered

C. Furnish copies of evaluation/reviews as needed

D. Provide oversight/supervision of any staff as requested

E. Comply with all Federal, State, and Local Statutes prohibiting discrimination, abuse, and neglect.

F. Insurance: The Agency agrees to maintain adequate liability insurance coverage on a comprehensive basis to hold such liability insurance at all times during the term of the contract. The Agency accepts full responsibility for identifying and determining the type(s) and extent of liability the consumers to be served under this contract. Upon the execution of the contract, the Agency shall furnish Suwannee County School District written verification supporting both the determination and existence of such coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. At a minimum the following types of insurance will be maintained by the Agency during the term of this contract:

Type	Amount
Comprehensive General Liability (to include professional liability) with a minimum limit of	$1,000,000/ occurrence $2,000,000/ aggregate
Worker's Compensation	Statutory limit, as required

The Suwannee County School Board shall:

A. Follow and pay for agreed upon services in the compensation agreement listed in Exhibit B

B. Obtain client consent as needed

C. Be responsible for encouraging/overseeing that staff utilize behavioral management procedures learned during training and follow ethical guidelines

D. Provide work space for staff as needed

E. Settle any outstanding invoices within 30 days of receipt

CONTRACTOR FEDERAL IDENTIFICATION NUMBER:
INDIVIDUAL SOCIAL SECURITY NUMBER:

IRS Form W-9 on file

FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Mental Health Allocation

EXHIBIT B

FEE SCHEDULE

Cost Description

The following is a proposed summary of cost per service provided at an hourly rate. PBS provides an extensive list of services in addition to the standard daily supports within the school. These rates are derived based on what other state and private funding sources are currently reimbursing.

Type of Independent Contractor	Hourly Rate
Registered Behavior Technician Training (online including competency exam)	$150 per person
Board Certified Behavior Analyst (BCBA or BCBA-D) 5% of hours of RBT	$85.00
Board Certified Assistant Behavior Analyst (BCaBA)	$65.00
Registered Behavior Technician	$37.00
Interventions must be designed and overseen by behavior analysts and therefore we are unable to provide behavior assistant services in isolation.	

EXHIBIT C

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

Keiser University
AFFILIATION AGREEMENT

THIS AGREEMENT, entered into this 22nd day of March, 2022 by and between Keiser University – Fort Lauderdale Campus (herein after referred to as the "SCHOOL") and Suwannee County School Board a special tax district of the State of Florida, and an agency providing clinical facilities for health care (herein after referred to as "CENTER(S)".

WITNESSETH

WHEREAS, The School provides courses of study in Occupational Therapy and **WHEREAS,** as part of its course study the **SCHOOL** desires the students to be provided with Clinical Practice at the CENTER(S); and

WHEREAS, the CENTER(S) is willing to provide the necessary facilities for said Clinical Practice;
NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree to the following terms and conditions:

1. The SCHOOL agrees to assume final responsibility for the educational experience, and grades of the students.
2. The SCHOOL will plan with the appropriate CENTER(S) staff personnel for the use of CENTER facilities.
3. A SCHOOL member will be designated as being responsible for the coordination and implementation of the program of learning.
4. The SCHOOL for its part agrees to maintain for its faculty and students a policy of professional liability insurance, with a single limit of no less than $1,000,000. A Certificate of Insurance confirming this professional liability coverage will be supplied to the CENTER(S) upon execution of this Agreement and thereafter periodically upon the CENTER(S) request.
5. Students will provide proof of their own health insurance upon being assigned to the CENTER(S).
6. The SCHOOL reserves the right to refuse or discontinue the placement of students if the CENTER(S) does not meet the professional educational requirements and standards of the SCHOOL.
7. The SCHOOL will recommend for placement at the CENTER(S) only those students who have earned a satisfactory record and have met the minimum requirements established by the SCHOOL.
8. The SCHOOL will provide the CENTER(S) with copies of current course outlines, course objectives, and curriculum philosophy, and a list of faculty and their qualifications when requested.
9. The CENTER(S) shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by SCHOOL students or faculty participating in the Program, nor shall the SCHOOL become obligated to the CENTER(S) or any member of its staff for any expenses or payment.

10. The SCHOOL'S students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, policies and safety protocols of the CENTER(S); and in accordance with federal and state regulations. All students shall respect the confidential nature of all information available to them with respect to CENTER(S) patients and records.

11. The SCHOOL'S students and faculty participating in the Program at the CENTER(S) shall, in no event, become nor be deemed to be employees, servants, or agents of the CENTER(S), nor shall any person on the staff or administration of the CENTER(S) become nor be deemed to be an employee, servant or agent of the SCHOOL. The CENTER(S) is responsible for all health care rendered in its facility.

12. The SCHOOL and its students shall comply fully with the CENTER(S) with respect to physical examinations, vaccinations, and availability of health records of the SCHOOL'S students participating in the Program.

13. Orientation to the CENTER(S) will be provided for the faculty and students prior to the commencement of the student's experience. Both parties to this Agreement shall agree upon orientation.

14. The CENTER(S) reserves the right to refuse or discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the CENTER(S) as determined by CENTER(S).

15. The CENTER(S) staff will participate in the supervision and teaching of students enrolled in the Program.

16. The CENTER(S) will provide emergency treatment to the students or faculty in the same manner and to the same extent as the CENTER(S) provides for its employees. Students and faculty members assume personal and financial responsibility for medical care and hospitalization.

17. The SCHOOL and CENTER(S) agree that the determination of the number students to be assigned to the CENTER(S) will be a mutual decision based on variety of factors, including, but not limited to, staff, space availability and number's student enrolled in the curriculum.

18. The SCHOOL and CENTER(S) agree that this Agreement does not limit CENTER(S) to accept only students from the SCHOOL nor does the SCHOOL have to place its students only at the CENTER(S).

19. There shall be planning meetings of the SCHOOL faculty and CENTER(S) prior to placement of students in the CENTER(S).

20. The CENTER(S) and SCHOOL shall acquaint the students and faculty with policies, standards, rules and regulations of the CENTER(S). The CENTER will also acquaint the students with appropriate preventative measures to reduce the spread of any airborne viruses, as per facility safety protocols. The SCHOOL will not be held liable for the risks that students may become exposed to or infected by an airborne virus during their clinical experience. In the event of inappropriate actions by the students, the CENTER reserves the right to take appropriate action in response to a student's inappropriate actions and the CENTER will notify the faculty in order that appropriate action may be taken by the SCHOOL.

21. The term of this Agreement shall remain in effect for one year from the date of the signature and therefore will automatically renew for one-year terms until otherwise terminated by either party. The SCHOOL and the CENTER acknowledge that a three (3) month or ninety (90) days written notice of termination be provided to either party, and/or assurance provided that students currently enrolled in the program are provided the

opportunity to complete their clinical education. Notice under this paragraph shall be in writing and sent to the other party by registered mail.

22. This Agreement may not be modified or amended except in writing.

23. This Agreement shall be governed by the laws of Suwannee County, Florida.

24. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be given in writing and be delivered in person or mailed to the following address:

CENTER(S):

Ted L. Roush, Superintendent of Schools
Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

SCHOOL:

Dr. D Ryan Sagers
Campus President
Keiser University Ft. Lauderdale Campus
1500 NW 49th Street
Fort Lauderdale, FL 33309

25. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

26. **E-Verify**. Effective July 1, 2020
   A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
   B. Subcontractors
      (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
      (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
      (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
   C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
   D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, CENTER and SCHOOL have duly executed this Agreement

on the date first written above:

Suwannee County School Board

By: _____ _____
Date

Name: Ted L. Roush

Title: Superintendent of Schools

By: _____ _____
Date

Name: Jerry Taylor

Title: Board Chairman

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Keiser University Fort Lauderdale Campus

By: _____ _____
Date

Dr. D Ryan Sagers
Keiser University Fort Lauderdale Campus President

EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of March 22, 2022 (the "Effective Date") by and between **Suwannee County School Board thru RIVEROAK Technical College** ("School") and **Tallahassee Medical Center Inc., d/b/a Capital Regional Medical Center** ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School is a public institution governed by the Florida Board of Governors that enrolls students in an accredited degree program in the field of Surgical Technology (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at **2626 Capital Medical Blvd, Tallahassee, FL 32308** (the "Facility");

WHEREAS, School desires to provide up to 3 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

(iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

(v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility**.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) **Supervision of Students**. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility.

Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less that one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond

any waiver explicitly stated in state statutes.

(k) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(l) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(m) **Background Checks**.

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) **Approval and Authorization**. Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for

inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the

Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the

scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES.**

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are

memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **Travel Expenses.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **Use of Name or Logo.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **Entire Agreement.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **No Waiver.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **Assignment; Binding Effect.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **Notices.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
Capital Regional Medical Center
2626 Capital Medical Blvd.
Tallahassee, FL 32308
Attention: Chief Executive Officer

Copy to:
HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to School: Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent of Schools

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

27. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see Exhibit D which is incorporated by reference herein.

28. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

29. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

Suwannee County School Board

_____

By: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

_____

By: Jerry Taylor

Title: Board Chairman

Date: _____

HOSPITAL

_____

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Companysystems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

"Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

____ verifies the Subject's Social Security Number
____ does not reveal any criminal activity;
;
____ confirms the individual is not on either the GSA or OIG exclusion lists;
____ confirms the individual is not on a State exclusion list, if any;
____ confirms the individual is not listed as a violent sexual offender;
____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
____ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

_____
Printed Name

_____
[Name of Organization]

Date:_____

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EXHIBIT D

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of March 22, 2022 (the "Effective Date") by and between **Suwannee County School Board thru RIVEROAK Technical College** ("School") and **North Florida Regional Medical Center Inc., d/b/a North Florida Regional Medical Center** ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School is a public institution governed by the Florida Board of Governors that enrolls students in an accredited degree program in the field of Surgical Technology (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at **6500 W Newberry Road, Gainesville, FL 32605 and 922 E Call St., Starke, FL 32091** (the "Facility");

WHEREAS, School desires to provide up to 3 students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

(iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

(v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility**.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) **Supervision of Students**. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility.

Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less that one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond

any waiver explicitly stated in state statutes.

(k) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(l) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(m) **Background Checks**.

(i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) **Approval and Authorization**. Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. RESPONSIBILITIES OF HOSPITAL.

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for

inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the

Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the

scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES.**

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) In the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are

memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:
North Florida Regional Medical Center
6500 W Newberry Road
Gainesville, FL 32605
Attention: Chief Executive Officer

Copy to:
HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to School: Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064
Attention: Ted L. Roush, Superintendent of Schools

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

27. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see Exhibit D which is incorporated by reference herein.

28. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

29. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

Suwannee County School Board

_____

By: Ted L. Roush

Title: Superintendent of Schools

Date: _____

_____

By: Jerry Taylor

Title: Board Chairman

HOSPITAL

_____

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.*, employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

"Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

____ verifies the Subject's Social Security Number
____ does not reveal any criminal activity;
;
____ confirms the individual is not on either the GSA or OIG exclusion lists;
____ confirms the individual is not on a State exclusion list, if any;
____ confirms the individual is not listed as a violent sexual offender;
____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
____ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

_____
Printed Name

_____
[Name of Organization]

Date:_____

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EXHIBIT D

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

AN AGREEMENT
Between
SUWANNEE COUNTY SCHOOL BOARD
Thru
RIVEROAK Technical College
and
VOA Ambulatory Surgery Center

This Agreement is entered into on the date of execution by both parties, between the Suwannee County School Board (SCSB) and VOA Ambulatory Surgery Center (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Certified Surgical Technologist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

I. GENERAL CONDITIONS

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.

2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.

3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning upon the date of execution by both parties and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.

6. The SCSB agrees to require the student to maintain professional liability insurance with a single limit liability coverage of not less than $1,000,000.00/$3,000,000.00.

7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.

8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Surgical Technologist program.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Surgical Technology program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC

2. Students shall be selected for the programs by the RTC.

3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.

4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.

5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.

6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.

7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

8. The responsibility for the patient remains with the Healthcare Agency.

III. THE RTC'S RESPONSIBILITY

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.

4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.

5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

6. To be responsible for the educational supervision of students in the program.

7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agencies standard of conduct and performance.

8. Maintain individual records of classes, student activities, and competencies.

9. Maintain strict confidentiality regarding all patient-centered information.

10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards

for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

1.1 This Agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

1. For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A, which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is render impossible, impractical, or prevented by reason of force majeure. For purposes of this

Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

X. **E-Verify**. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

SUWANNEE COUNTY SCHOOL BOARD
1740 Ohio Avenue, South
Live Oak, Florida 32064

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Jerry Taylor , Chairman
Suwannee County School Board

"Approved as to Form and Sufficien
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A
Suwannee School Board Attorne

VOA Ambulatory Surgery Center
3527 N Valdosta Road
Valdosta, GA 31602

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

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You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

Enterprise FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 22nd day of March 2022, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lassor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM___ ____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM_____ Customer_____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercia automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM_____ Customer_____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

Chairperson, Suwannee County School Board

LESSEE: Suwannee County School Board

Signature: _____

By: Ted L. Roush

Title: Superintendent of Schools

Address: Suwannee County School Board
1740 Ohio Avenue, South
Live Oak, FL 32064

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: David Perry

Title: Director of Fleet Management

Address: Enterprise Fleet Management
11034 Atlantic Blvd
Jacksonville, FL 32225

Date Signed: _____, _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.

Initials: EFM_____ Customer_____

Enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Superintendent of Schools (Title) for Suwannee County School Board (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Ted L. Roush	Superintendent of Schools
Jerry Taylor	Board Chairman

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Ted L. Roush
Print Name

Superintendent of Schools
Title

Signature

Suwannee County School Board
Company Name

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Chairperson, Suwannee County School Board

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Enterprise FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 22nd day of March, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 22nd day of March, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Suwannee County School Board ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Paragraph 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles). Venue for any disputes under this Agreement shall be within the courts in the State of Florida.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a school board, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurrad by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Suwannee County District School Board (Lessee)

By Ted L. Roush

Title: Superintendent of Schools

Date Signed:_____, ____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By_____

Title:_____

Date Signed:_____, ____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Enterprise FLEET MANAGEMENT

FLORIDA SERVICE AGREEMENT

This Agreement is entered into as of the 22nd day of March, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and Suwannee County School Board (Customer).

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the Customer from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which the Customer may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between the Customer and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

2. E-Verify Requirement: Pursuant to Florida Statute §448.095(e), Customer may not enter into a contract with EFM or subcontractor unless each party to the contract registers with and uses the E-Verify system. In addition, if EFM enters into a contract with a subcontractor, the subcontractor must comply with the Federal Acquisition Regulations (FAR) 52.222-54 for Employee Eligibility Verification stating that the subcontractor will verify all employees who are working in the United States are eligible for employment. If Customer has a good faith belief that EFM has violated Florida Statute §448.09(1), or subcontractor has violated FAR 52.222-54, by employing unauthorized aliens, Customer must terminate the contract. Failure to comply with the provisions of Florida Statute §448.095(e) for EFM, subjects EFM to any and all remedies available under Florida law, including but not limited to: the immediate termination of the contract, the imposition of any additional costs incurred by Customer as a result of the termination.

3. Public Records Law. EFM acknowledges the Customer's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. EFM further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EFM shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, EFM acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(a). keep and maintain public records required by the Customer to perform the services required under this Agreement;

(b). upon request from the Customer's Custodian of Public Records or his/her designee, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c). ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if EFM does not transfer the records to the Customer; and

(d). upon completion of this Agreement, transfer, at no cost, to the Customer all public

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records in possession of EFM or keep and maintain public records required by the Customer to perform the service. If EFM transfers all public records to the Customer upon completion of this Agreement, EFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EFM keeps and maintains public records upon completion of this Agreement, EFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's Custodian of Public Records, in a format that is compatible with the information technology systems of the Customer.

(e). **IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER**

386-647-4609,

VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, or 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and the Customer have executed this Service Agreement as of the day and year first above written.

Customer: Suwannee County School Board	EFM: ENTERPRISE FLEET MANAGEMENT INC.
_____	_____
By: Ted L. Roush Title: Superintendent of Schools	By: _____ Title: _____
Address: 1740 Ohio Avenue, South Live Oak, FL 32064	Address: _____

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

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CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Suwannee County School Board (hereinafter referred to as "CUSTOMER") on this 22nd day of March, 2022 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of School District.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	_____	Signature:	_____
Printed Name:	David Perry	Printed Name:	Ted L. Roush
Title:	Director	Title:	Superintendent of Schools
Date Signed:	_____, _____	Date Signed:	_____, _____

"Approved as to Form and Sufficiency"
BY _____
Leonard J. Dietzen, III

MINORITY TEACHER RECRUITMENT PLAN 2022-2023

The Suwannee County School Board recognizes the need for greater diversity within the teaching force. This is important for several reasons, as research clearly indicates that all students benefit from educators of diverse backgrounds. Diversity promotes creativity, productivity and good citizenship. In addition, career development theory posits that students need to be able to see themselves in a career. If there are fewer role models for minority students to identify with, the shortage of minority teachers will likely get worse.

In an effort to increase the diversity of the District's instructional and administrative workforce, the Suwannee County School Board has developed the following action plan for minority recruitment.

ACTIONS

1. The District will continue its recruitment program for the purpose of increasing the number of qualified minority applicants for instructional and administrative positions. Specifically,

    a. The District will continue to expand the geographical area of recruitment by sending notices to colleges and universities, including Historically Black Colleges and Universities (HBCU's) in Florida, Georgia and Alabama, of available teacher and administrative vacancies.

    b. The District will seek contacts from other community-based organizations, such as the NAACP and faith-based organizations, to help disseminate teacher and administrative vacancy notices.

    c. The District will identify additional recruitment fairs and sites, both within the state and out-of-state, that are the best sources for minority teacher and administrative applicants.

    d. The District will work with teacher education programs at college and universities and encourage preservice teacher field experiences and clinical experiences within our schools.

    e. The District will collaborate and network with organizations such as the local NAACP, United Teachers of Suwannee County, Suwannee and Lafayette Retired Educators, area churches and other appropriate local organizations to assist in identifying free or low-cost housing for student teachers interning in the district.

2. The District will continue to provide training and professional development opportunities that promote diversity and multicultural competence. Specifically,

    a. The District will provide training for the superintendent, school board members, principals and other individuals who have any role in recruiting or hiring teachers or administrators. The training will cover the importance of workforce diversity, the possible disparate impact of the employment criteria utilized for any particular vacancy, and the appropriate use of selection factors and interview techniques in the recruitment process.

b. The District will continue to provide training, such as Ruby Payne, which help reinforce multicultural understanding, competence and effective ESOL teaching strategies for teachers.

c. The District will continue the practice of providing first year teachers with mentors to increase retention.

d. The District will provide training and develop training materials for teachers of ESOL and ELL students.

3. The District will continue seeking opportunities to attract and hire teachers at recruiting fairs. Specifically,

   a. The District will send hiring authorities (principals) to career fairs to interview on site at these recruiting fairs.

   b. The District will participate in virtual recruitment fairs.

   c. The District will utilize conditional contracts when making pre-employment job offers.

   d. District recruiters will continue to maintain a log of prospective candidates; and subsequently, follow up with them regarding the status of their application and any certification questions they may have.

4. The District will continue to find ways to promote teaching as a positive career choice. Specifically,

   a. Guidance counselors and teachers will encourage students to pursue education as a major. There are several scholarships and loan forgiveness programs that are available to students.

   b. The District will continue to disseminate Florida Fund for Minority Teachers (FFMT) and other minority scholarship information to minority students interested in pursuing a career in teaching.

   c. The District will continue to seek resources and personnel to implement Teaching Assistant as a career academy.

5. The District will continue seeking ways to continuously improve recruitment and retention efforts and to monitor progress. Specifically,

   a. The District will conduct a self-assessment to determine the overall success of its recruitment efforts. The self-assessment will include a comprehensive comparison of the racial and ethnic demographics of the District's current teacher and administrative staff to the racial and ethnic demographics of the relevant applicant pools and or qualified labor market.

b. The Superintendent will provide an annual update to the Suwannee County School Board regarding employment demographics. The public will be invited to address the Board regarding this plan.

c. This plan will be reviewed annually, and modified as needed.